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The Solicitors' Journal.

LONDON, JUNE 19, 1869.

IT APPEARS from Mr. Layard's reply to a question of Mr. Bentinck's on Thursday last, as to the Howard-street Site Bill, that no present information can or will be afforded as to the date when the bill will be placed in the orders for second reading. As yet neither Mr. Layard, Sir Charles Trevelyan, nor anyone else has attempted any further reply to the remark that if the courts are to be built on a smaller scale it is cheaper and quicker to build on the site already cleared than to sell, negotiate, buy and clear again, for a new site. Probably the reason is that there is no reply to make. We have, however, to guard against the possibility of the bill being huddled through the House when no one is looking. At present matters look very much as though it was being kept in readiness to dash at the blockade whenever the vigilance of its opponents may be relaxed.

THE BANKRUPTCY BILL has made great progress in committee since we last noticed the subject, and the matter has now advanced so far that it is not difficult to see that the bill will pass the House of Commons substantially unchanged in its leading features, though in the details of the measure many amendments have been made, and possibly will still be made.

In clause 32 a very important, and, we think, very salutary change has been made, on the motion of Mr. Morley, by which the preferential claim of a landlord for rent due by a bankrupt is limited to six months' arrears instead of twelve months'.

Much discussion took place, as might have been expected, upon clause 46, which gives a bankrupt his discharge as of right upon his paying ten shillings in the pound. On the one hand, one class of speakers were anxious to take away the rule as to discharge altogether, merely granting protection where the bill proposed to give discharge, and only giving discharge upon payment of the debt in full; while another class would have returned to the old system of leaving the discharge, to some extent at least, in the discretion of the Court; but, in the end, the Attorney-General carried his clause unaltered. This might have been anticipated, for though it will by no means surprise us if, in the course of a few years, after imprisonment for debt has become a forgotten thing, the operation of bankruptcy as a discharge of debts is abolished, it is quite clear that at present the opinion of the commercial classes is not prepared for such a change. The clause, however, empowering creditors to make an allowance to the bankrupt was struck out.

In the provisions as to the *status* of an undischarged bankrupt, two important changes were made. First the somewhat eccentric clauses which empowered a creditor to assign or release his debt to the debtor, and thereupon the debtor to prove against his own estate for the amount, was struck out; and secondly, the period after which the remedy of creditors against the property of the debtor is to revive, was reduced from five years to three.

It was of course to be expected that the Attorney-General's scheme as to liquidation by arrangement should give rise to much discussion. We have more than once explained that the Attorney-General, while providing for the distribution of an insolvent estate without adjudication, puts an end to the system of composition arrangements. The clause as proposed was passed, leaving it an open question whether a new clause should not be introduced dealing with composition arrangements.

Upon this subject we have expressed our own opinion already, and we think the Attorney-General will do well for public morality if he adheres firmly to his original views.

The original proposal to appoint one of the common law judges as Chief Judge in Bankruptcy has been abandoned, and it is now proposed that one of the present commissioners shall be, in the first instance, appointed; a change, we think, of very doubtful policy. For the future the equity, as well as the common law judges are to be available for the post. The very important question of compensations for abolished offices still remains to be considered.

Mr. Rathbone on Tuesday moved the following important amendment of clause 91. "That if a settlor of property upon his wife or children should become bankrupt within two years, such settlement should be void, and should also be void in the case of bankruptcy within ten years, unless the parties claiming under it should prove that the settlor was, at the time of settlement, able to pay all his debts without the aid of the property comprised in the settlement." This amendment, which was agreed to without a division, is intended to strike a death-blow at the system of fraudulent post-nuptial settlements which is so notorious in the commercial world at present. It will, undoubtely, achieve something towards this object, because it throws the *onus probandi* on those who uphold the settlement, but it would have achieved much more if it had followed in its wording the existing law as laid down in the statute of Elizabeth or its interpretation in the established cases, by enacting that a settlement should be void in the event of the bankruptcy of the settlor within ten years, unless those claiming under should prove that it was not intended to delay, hinder, or defraud creditors. As the amendment stands it does not touch the case of a man not rendering himself insolvent by the settlement, but making the settlement in anticipation of bankruptcy which actually intervenes. The common instance is that a man, perfectly insolvent, and possessed of some property, is about to embark in a risky speculation. If he succeeds, he will be very rich; if it fails he *would* lose all he has, but he wants to have the chance of winning without running the corresponding risk of losing. He, therefore, makes a post-nuptial settlement on his wife and family. Clearly such a transaction is a piece of commercial immorality and ought not to stand, nor would it stand if the future creditors should be able to prove as much as we have said in describing the instance; but if the settlor had reserved from the operation of his settlement enough to cover his then existing liabilities, the claimants under the settlement (representing probably himself in reality) having proved that, the onus of proving that the settlement was within the operation of the statute of Elizabeth would still be upon the creditors. And yet the settlor's intent would have been as wrong as in the other case.

Another amendment was proposed by Mr. Rathbone, having for its object to render registration compulsory in the case of certain post-nuptial settlements. The Attorney-General suggested that the subject required further consideration on his part, and so the amendment was withdrawn. The proposal may or may not be brought forward again, but it would seem that requiring registration of post-nuptial settlements would be practically to abolish them, as few people would wish to have the nature and extent of their dealings with the property in the direction of settlement made public. To make a settlement and then register it would bring many a trader into the *Gazette*.

THE HOUSE OF LORDS this week declined to join in the Commons' address, praying the Crown to issue a commission to try the constituency of Dublin city, on the ground that the judge's report did not come within the description of a report that corrupt practices had prevailed extensively; the judge having, in fact, restricted his reprobation to the freemen. Subsequently, on the motion in the House of Commons for a new writ to the constituency, an amendment was carried that leave be given to introduce a bill disfranchising the freemen.

The question whether a report that corruption prevailed extensively—in a definite portion of the constituency justifies the issue of a commission under an authority requiring a report that corrupt practices prevailed extensively—in the constituency, is a question which would have pleased Hudibras. But whatever is to be said on that head, it is certain that the issue of a commission would, by necessitating a long suspension of the writ, have pressed hardly on the remaining portion of the constituency. There is, however, this oddity about the bill now introduced—that if the judge's adverse report had not been restricted to a part of the constituency, the constituency would not have been dealt with, except upon a further inquiry, affording an opportunity for defence; but, the report being restricted to a portion of the constituency, that portion is taken in hand at once, without any inquiry upon which a defence can be made. This is rather whimsical, but over all there is the consoling fact that hundreds of the freemen of Dublin deserve the infliction.

THE ASSESSED RATES BILL.

The subject of rating as an element of qualification for the franchise has been so much discussed within the last few years that we may presume that all our readers are familiar with the arguments on one side and the other, and that, at all events, they have no desire to have the discussion revived. We certainly have no desire to revive it, but it is necessary, in order effectively to criticise the provisions of the bill now passing through Parliament, to revert shortly to the objects proposed to be gained by attaching rating conditions to the franchise.

In the first place there is that which, as long ago as 1843, Chief Justice Tindall, in *Wright* v. *The Town Clerk of Stockport*, 5 M. & G. 51, stated to be in his opinion the object of the Legislature—viz., that evidence should be furnished of the actual occupation of the claimant of a vote. It is, of course, desirable that there should be some *primâ facie* means of ascertaining the fact of this occupation, and rates being, in most places, made at tolerably frequent intervals, and the parish officers having obviously an interest in rating everyone liable, the rate-book would, if occupiers only and not owners were rated, show with tolerable accuracy who were the occupiers from time to time. There is also the further advantage that the services of the overseers, the officers who are principally concerned in the making of the rates, can be readily made use of to make out the lists of voters also, as the materials for doing so are, so long as the rate-book shows a *primâ facie* title to vote, within their own control. Besides these reasons for introducing rating as a qualification, there is the analogy to the old scot-and-lot voters which was much insisted on in debate in the year 1867. This analogy, however, though useful for debating purposes, can hardly be entitled to so much weight as to outbalance practical considerations. To a certain extent, however, practical considerations are involved, because, where the objection to accepting a man as the party responsible for the rate comes from the side of the parish authorities, no doubt a *primâ facie* case is made out against the position of the man objected to, and it may well be argued that he is not in a position to be trusted with a vote. These considerations may be presumed, independently of our recollection of what actually took place, to have been in the view of the Legislature when they attached to the new franchises conferred by the Act of 1867 the same conditions as to rating as were attached to the £10 franchise of 1832, and not only did so, but also, inasmuch as the prevalence in most places of a different law and practice as to rating tenements of small value rendered those conditions not so applicable to the new voters as to the old, altered the whole law as to rating small tenements in Parliamentary boroughs. We might also presume, even if we did not know the fact, that it was only to attain these objects that the law of rating was altered, and that if any hardships have been occasioned by the wording of of the altered law, they may be remedied, without interfering with the political settlement come to in 1867, so long as these presumed objects of the Legislature are kept in view.

All parties are agreed that the alteration in the law has introduced some hardships and inconveniences, and almost everyone is agreed that it is desirable to remedy these, if possible, without entrenching upon the settlement, while, of course, some persons would be glad to make these hardships a pretext for re-opening questions then settled. Mr. Goschen has, on behalf of the Government, introduced a bill, the professed object of which is to remedy the grievances without entrenching upon the settlement, or, at all events, without doing so to any considerable extent, or more than is absolutely necessary. We propose to examine the provisions of the bill to see how far it carries out this object; and we may say at once, that though some further amendments are still required, we think it fairly does so.

Now, the grievances to be remedied may be divided into three classes: first, those of the parish authorities, representing the general body of the ratepayers; secondly, those of occupiers for short terms removing from time to time, and never becoming entitled to vote, but whose position as regards rates has nevertheless been altered; and thirdly, those of voters. The grievances on the part of the parish of course consist, first, in the expense of collection, and secondly, in having less responsible persons to look to. As an economical question it is beyond doubt that there is a large saving in the landlord collecting in one sum both rent and rates from each occupier, and himself handing over the rates to the proper quarter. The difficulties of collection are, of course, the greatest where the occupiers are frequently changing, that is to say, in a case where the franchise is not affected; and so far as the objection to the responsibility of the occupier is concerned, there is no reason why, if the rate collector called every week for a small sum as the rent collector does in the case of small tenements, he should not get his money, when the system came to be understood, just as easily as the rent collector does. Obviously, however, it can never pay to send a man to collect a penny which would perhaps be in most cases the coin nearest the amount of the rate for a week on the small tenements in question. The only way, therefore, that the parish can collect the rates at once economically and effectually from these occupiers is through the landlord. This applies with the greatest force to the case of weekly tenants, but with considerable force also to all cases where the amount of the rate is small. The manner in which the case, so far as the parish is concerned, is dealt with by the bill now introduced is that in all cases under a certain rateable value (the limit proposed being £20 in the metropolis and £10 elsewhere), the overseers are empowered to agree with the owner to receive the rates from him, and to allow him a commission not exceeding twenty-five per cent. Under such an agreement the rate is to be paid, whether the hereditament is occupied or not. Thus, wherever such an agreement is made, the parish will save largely in expense of collection, and will be able to calculate with reasonable certainty upon the amount that will be produced by any particular rate on the hereditaments included in such agreement. The parish, however, will not have the power, which in certain cases they formerly had, of compulsorily rating the owners. In the case, however, of lettings for short terms, the occupiers who

pay the rate are to be entitled to deduct it from their rent, and as this will be inconvenient to landlords, it will obviously give in these cases, which are the most important, a further inducement to landlords to compound. It remains to be seen in practice whether the inducements held out to owners are sufficient to induce them to enter into such agreements in most cases where the parish desire it. The object, of course, to be aimed at is to do this on the one hand, without on the other giving too great benefits to such owners, and thereby increasing the rates upon hereditaments above the limit in value.

Turning now to the bill as it affects those who have principally complained of the late alteration in the law —viz., the occupiers of small tenements for short terms who frequently remove from place to place, and consequently would not in any case, whether they were rated or not, obtain the franchise. These persons no doubt were very hardly dealt with by the Act of 1867, the effect of which was aggravated in many cases by the conduct of their landlords, who, having a practical monopoly in the letting of dwellings suitable to the wants of occupiers of that class, in many cases made no reduction in the rents, when the rates were by the Act of 1867 imposed upon their tenants instead of upon themselves. Of course if there had been a sufficient supply of other suitable dwellings the tenants might, by quitting where they could not obtain a reduction of rent, have had the remedy for this in their own hands, but this was not often the case. Yet even when a proportionate reduction of rent was conceded by the landlord, such an occupier was made liable to pay in one sum the rate for at least a quarter of a year, and in very many cases for a longer period. To this payment the occupier at the date of the rate was liable, even although he might only occupy for a few weeks. Even if he occupied for the full time for which the rate was made, it was often inconvenient to pay it in one sum, instead of by weekly payments to his landlord as formerly. The case of such occupiers is met by the bill in the following manner. In the first place, unless the rateable value of the hereditament exceeds the limit already referred to, which will probably never be the case where the inconveniences referred to are felt, the landlord will probably be induced to compound, and in that case the difficulties of the tenant are entirely removed. In the next place, if the landlord will not do so, the tenant on paying the rate may deduct it from the rent. Of course, therefore, the rent in such cases will always be calculated on the basis that the rate is to be paid by the landlord, and therefore the tenant, except by having to pay money out of pocket in the first instance, will suffer no hardship. Even this last inconvenience is considerably reduced by the provision that no more than the rate for a quarter of a year shall be payable at one time. The alternative proviso, that no amount of rate exceeding two weeks' rent shall be payable at one time, has been struck out. This was practically provided for already, and as we pointed out in our former remarks (page 372) would in some cases have been impracticable. Besides these provisions, the 12th section of 17 Geo. 2, c. 38, which, as we have frequently of late had occasion to remark, is the only statute making rates apportionable, is repealed, and a somewhat more extended enactment substituted. This proposed enactment still does not apply to all cases, and would leave a tenant in occupation when a rate was made liable to pay the full amount of the rate, even if he left directly afterwards, unless another occupier took his place. This is a general section, and is somewhat inequitable in the case of tenants for periods exceeding three months, as we shall show presently when we come to consider a few amendment, which we consider still desirable. In the case, however, of tenants for shorter terms, as they would be entitled to deduct the rate from their rent, and of course also to recover it from their landlord, if required to pay after leaving the tenement and after they had paid the rent in full, the effect of the omission in this case is to put an additional pressure on the landlord to induce him to compound by making him in this case pay the full rate on an unoccupied house. Next we come to consider the case of occupiers of small tenements for a sufficient length of time to be entitled to the franchise. They will, of course, suffer in a minor degree the inconveniences suffered by the more migratory class whose case we have already considered, and these inconveniences will be remedied in their case by the same provisions as in the other. In addition to this, however, we have in their case to inquire how their right to the franchise is affected, and also how far the policy of the Legislature in requiring voters to be rated is affected by the provisions of the bill. Now, a claimant of the franchise in a borough either in respect of a house under the late Act, or in respect of a house, warehouse, or shop, of £10 annual value under the old Act, must be rated to all poor rates, if any, made during the year of his occupation, and must, by the 20th of July, have paid all poor-rates that have become payable by him in respect of the premises up to the 5th of January. As we have often pointed out this requires the voter to be on the rate-book as the person liable, and that his liability as to rates due before the 5th of January should have been removed by a payment on his behalf before the 20th of July. It does not, however, require the payment to be by him personally. These provisions will remain unaltered by the bill except as to occupiers whose landlords enter into agreements under its provision. It is certainly provided *ex abundanti cautela* that a payment of a rate, though deducted by the occupier from his rent, shall be a good payment for the purposes of the franchise, but independently of this proviso no doubt could, we think, have been entertained on this point. The occupier liable to be rated has also some additional security that his name will not be omitted from the rate, in the penalty which it is proposed to impose on overseers wilfully and without reasonable cause omitting him from the rate, and in the proviso that if he is *so* (that is apparently, wilfully, and without reasonable cause) omitted, he may claim to vote notwithstanding. Where, however, a person comes into occupation without the overseer being aware of it, shortly before the rate is made, and is consequently omitted, he cannot be said to be wilfully omitted. In that case, therefore, if the rate is made (that is, according to the clause in the bill, allowed by the justices) within the qualifying year, he will have, as hitherto, to claim to be rated in order to obtain the franchise. As regards the proviso for payment within a certain time, the credit given being at least six months in every case, it is difficult to understand how any objection can reasonably be taken to its continuance. So far, therefore, as the franchise of occupiers whose rates are not to be compounded for is concerned, we think no objection ought to be taken to the bill now before the House of Commons by the Conservative party, because all ends attained by the provisions of their Act of 1867 will still be attained. Nor on the other hand do we think the Liberal party have any case for any further alteration of the law in this respect than is proposed. No more rating restrictions on the franchise remain than have existed since 1832, though there will be more facilities for removing them. Then, as regards occupiers whose rates are to be compounded for. Their case is provided for by requiring their names to be on the rate, as occupiers, though not as the persons rated. The compounding owners are, subject to a penalty, to give from time to time, and when required, lists of the occupiers of their houses to the overseers to enable them to insert the names of the occupiers on the rate. When thus on the rate they are to be deemed rated for all purposes of any franchise. That being so, of course if their landlords pay the requisite rate by the 20th of July, the occupiers will be entitled to vote, and probably also even if the landlord neglects to do so. This, however, is a point left by the bill, as it stands at present, in some little doubt, which ought to be cleared up. The rates which at present must be paid in order to qualify are the

rates "payable by him"—that is, by the occupier. Probably it would be held that where there was an agreement with the owner that he should be liable, then the rates were not payable by the occupier. This, however, is not quite clear, for the agreement is to be simply "to be liable," and not "to be liable instead of the occupier." The goods of the occupier on the premises remain, as they have always been in cases of compounding, liable to distress if the owner does not pay; therefore the occupier, to a certain extent, does remain liable for the rate. It is doubtless not meant to allow the neglect of the landlord, which might be intentional, to disfranchise the tenant, and although we believe neither revising barristers, as a rule, nor the courts of appeal from them, would put such a construction on the language used, yet, as at present, it is possible, it ought to be made impossible. If one of these occupiers is omitted from the rate by the overseer wilfully and without reasonable cause, he may claim to vote, notwithstanding such omission. If, however, he is omitted by the overseer reasonably: for instance, if the landlord sent an untrue or inaccurate list of occupiers, on which the overseer had relied: then it would appear that the occupier, as the bill stands, would lose his vote, unless he claimed to be rated. This provision may, however, easily be extended to the case of persons omitted by default of their landlord. With a few such amendments we think these provisions will meet the difficulties of the cases. Occupiers whose rates are compounded for will not be placed by that circumstance in any disadvantage as regards the franchise, and what we have assumed to be the policy of the Legislature in making rating part of the qualification is not disregarded. The principal object, which, in our view, as long as the overseers continue to be the officers to make out the lists of voters, it is absolutely essential to attain, viz., that the rate-book should give the means of making out the list of persons *primâ facie* entitled to vote, will be attained.

As we have said, a few amendments appear still to be required, though on the whole the bill is fairly drawn. The last section provides that it is to come into force on the 29th of September, which for some purposes may be a convenient day, but for others will not, and we incline to think that it would be better to provide expressly for the cases that will arise under several of the sections. Those sections which relate to the franchise ought, if possible, to come into operation on the 31st of July, the commencement of the year of qualification.

The 1st section provides that the occupier of a tenement let to him for less than three months may deduct rates paid by him from his rent. This is in effect an enactment that every letting for a period less than three months shall be taken to be a letting free of rates, and, of course, if it would apply to tenancies existing at the time of the Act coming into operation, and the terms of which had not been adjusted with a view to it, it might work injustice. There may, and probably would, be very few such cases, but this depends a little upon the date of the Royal assent being given to the bill. Those cases that there might be would be met by a proviso, "that this section shall not apply to tenancies which the landlord has not, after the passing of this Act, had the opportunity of determining, until after he has had such an opportunity." The second section, which provides that no such occupier shall be compelled to pay at one time more than the rate for one quarter of the year, would be improved by a proviso "unless by the default of such occupier in not paying rates for a former quarter when demanded of him arrears shall have accumulated, in which case he may be compelled to pay at the same time the rate for the quarter of a year and the arrears." Unless this is added, whenever rates have been allowed to fall into arrear they cannot be recovered without the expense of two summonses, which unnecessary expense will fall on the occupier. In the 3rd section, which provides for the compounding owner giving a list of occupiers, or in the 12th section, which provides for the overseer's entering such occupiers on the list, we think some slight additions are required. The overseers should be bound to require such list before making a rate, or all events where the omission of a name from the rate was occasioned by their not having asked the owner for a list, the omission should be taken to be wilful and without reasonable cause. It might perhaps be desirable to allow the overseers to enter on the rate the names of occupiers at the date of the rate, within a reasonable time after it had been allowed by the justices, and to make such entry sufficient, as in that case the rate-book would correctly show the occupiers at the date of the rate, otherwise it will show the occupiers at some time previous to the date. As, however, it is the commencement of the occupation which is usually of most importance, this alteration is not essential. The 4th section makes payment by the compounding owner equivalent for the purposes of the franchise to payment by the occupier, and it is with reference to this that the amendment we have suggested above, providing distinctly for the case of non-payment by a compounding owner before the 20th of July, should be introduced. If a proviso is inserted here or at the end of the 6th section that, notwithstanding the liability of the goods of the occupier to distress under the 6th section, the rates shall not, after the owner has entered into such an agreement as aforesaid, be deemed payable by or due from the occupier within the meaning of the Acts relating to the franchise, it would prevent any doubt being entertained on this point, and also relieve the overseers from the possibility of their being held bound to give a notice under the 28th section of the Act of 1867 to occupiers whose landlords had not paid the rate by the 1st of June. The 9th section ought to provide distinctly whether or not the instalments are to be considered as separate rates. It should also be said whether it is necessary, in order that a person coming into occupation during the currency of a rate may obtain the franchise, that he should have his name inserted by the overseers under the 10th section, which directs the overseers to insert the name, and provides that if they do so he shall be deemed to have been rated from the date of the entry. At all events, as regards a rate payable by instalments, there might be a doubt whether this was not necessary. Unless the instalments are to be for some purposes distinct rates, we think the policy of the 9th section somewhat doubtful, as it will encourage the making of rates for long periods instead of for short ones. The 10th section, as we have pointed out, does not make the rate apportionable in all cases according to the occupation. The recent case of *Edwards* v. *The Overseers of Rusholme*, reported in current number of *Weekly Reporter*, p. 821, decided by the Court of Queen's Bench on the second of this month (in conformity with the view expressed by us *ante* pages 55 and 372), shows that under the old statute, which in this respect is the same as the substituted provision in the bill, an occupier is bound in all cases to pay an apportioned part of the rate made before his going into occupation, but is not relieved of any part of the rate made last before he goes out, unless some one else succeeds him before the rate expires and pays a proportionate part, and so relieves him to that extent. Thus, if a parish adopt the practice of having all their rates allowed by justices on a day just before one of the usual quarter-days, they will be entitled to claim on all the houses that may cease to be occupied on the quarter-day the full rate for the period for which the rates are made, although the house may be unoccupied the whole time, except the day or so at the commencement. An occupier of a house for a year in such a parish might for his year's occupation have to pay rates for two years all but a few days, in the same way that Mr. Edwards, in the case we have quoted, had to pay rates for seven months after he left his house. The 11th section meets the difficulty raised in *Jones* v. *Bubb* (17 W. R. 205), as to when a rate was to be considered to be made. The rule proposed to be laid down by this bill will no doubt be much more

convenient than that laid down by the Court, but it will be very inconvenient that it should take effect on the 29th of September, in the middle of the time for holding the revising barristers' courts. On the 28th September a barrister might have to hold a rate not to be one of the rates made in the qualifying year, while on the next day he would hold the same rate to be one of those rates.

The 12th section should, we think, provide that occupiers omitted from the rate by default of their landlord as to complying with the provisions of the Act, as well as those omitted by default of the overseers, should be entitled to claim to vote notwithstanding the omission. If these amendments were introduced we believe the bill would work well, and if it proves to do so, it might in a year or two be the basis of a system of uniform rating throughout the country. It is perhaps worth notice that there are some cases of compounding for rates in a manner to affect the franchise which have not been dealt with. These are the cases where in counties under local Acts the rates of tenements of £12 rateable value or upwards are compounded for. For some reason, however, the county franchise does not appear to attract the same attention as the borough franchise, although the law relating to it is in a much worse state.

ON THE SUMMARY JURISDICTION IN CASES OF BREACH OF TRUST BY DIRECTORS.

The 165th section of the Companies Act, 1862, enables the Court to inquire into the conduct of directors and other officers of public companies, and make them repay moneys improperly retained or misapplied by them. This jurisdiction has hitherto been exercised somewhat sparingly, it having been, as we believe, the general impression that the power conferred by this section is only to be used in simple cases where the fact of the money having been retained or misapplied is not contested, as a simple and expeditious method of obtaining restoration. In a recent case before the Lords Justices, *Re Mercantile Trading Company* (17 W. R. 674), quite another view was taken of the extent of jurisdiction possessed by the Court under the section. The words of the section are quite general, and there is nothing in them to restrict their application to simple cases; and the only reason that can be assigned for the hitherto limited application of it is that questions of this nature, if not of the simplest, are more conveniently dealt with in a suit than upon summons in the matter of the winding-up.

It is well settled that directors and other officers of public companies are trustees as well as agents for their *cestuis que trust* and principals, the ordinary shareholders. Where a director has become accountable for any portion of the corporate assets the Court entertains a suit instituted with the object of making him bring it back, just in the same way as if the director were a defaulting trustee, and the suitor his *cestui que trust*. *Turquand* v. *Marshall* (16 W. R. 436), though overruled on the merits upon appeal, is a case in point for our present purpose.

Of the competency, then, of the liquidator to institute such a suit with the object of bringing back the corporate assets there can be no doubt. But to what extent is the summary procedure under the 165th section a substitute for this? Before we try to answer this question let us see what the circumstances were in *Re Mercantile Trading Company*. This company was established for the purpose of running the blockade of the ports of the Southern States of America. It was provided by the articles of association under which the company was formed that no dividend should be payable except out of the profits arising from the business of the company. The company commenced business, a dividend of 25 per cent. was shown by the balance-sheet, and the same was declared by the board, sanctioned by the shareholders, and distributed. The profits on which this dividend was based were locked up in a quantity of cotton, which, unluckily for the company, lay on the wrong side of the blockading squadrons. It was therefore necessary to borrow money to pay the dividend, and the money was borrowed accordingly; but the cotton never came to hand to pay it off. When the Confederate States Government came to an end, this company came to an end also, and was ordered to be wound up, with the sum borrowed to pay the dividend still remaining due to the banker who lent it. The managing director, as a shareholder, had received his proportion of the dividend; and the object of the application of the official liquidator, was to make that gentleman refund what he had so received, upon the ground that the declaration of the dividend was unwarranted and delusive, and that the payment really was a return of 25 per cent. of the capital, in the name of dividend. In point of fact, this charge was held by the Lords Justices to be unfounded; we are not however now about to enter into the merits of the case, but to inquire whether, upon the true construction of the 165th section, the Court was in a position to exercise its summary jurisdiction in the case, assuming that, as the Vice-Chancellor decided, there was ground for requiring re-payment of the dividend.

The Vice-Chancellor was of opinion that, under the circumstances detailed in our report of the case, there was no jurisdiction under the Act to deal with the question in a summary way. His view was that process under the section only applied where the debt was one about which there was no dispute, and not in a case founded on a breach of duty. In the latter case he thought a bill would be still necessary. The Lords Justices interpreted the section more liberally. Their view was, that there is a summary jurisdiction to order a director to refund a dividend improperly received by him in every case; not merely as his Honour felt bound to decide, where it is a simple debt, admitting of no dispute, but also where the circumstances are grave and complicated. Full effect was thus given to the section. The Lord Justice Giffard observed that the 165th and 101st sections were framed in order that complete justice might be done without the necessity of a double set of proceedings—*i.e.*, first, the winding-up, and second, by the suit arising thereout. The instances, he thought, were rare indeed where the summary jurisdiction ought not to be exercised.

Re Mercantile Trading Company is an authority for asking the Court to deal summarily with cases where there is a *bonâ fide* question to try, where it has hitherto been customary to obtain leave to file a bill. We confess we believe the current of authority to be with the Vice-Chancellor. The Lord Justice Selwyn threw some doubt on the correctness of the report of the words of the Master of the Rolls in *Re Royal Hotel Company of Great Yarmouth* (L. R. 4 Eq. 244). The words attributed to his Lordship are, however, substantially the same in the report of the case (15 W. R. 953); and what his opinion is on this subject is clear from *Hunt's case* (16 W. R. 472). His Lordship there said that the principle to regulate the discretion of the Court as to acting under the 165th section is this, that it must call directors and officers of companies to account under it in cases of a simple character, and not where, from the peculiar nature of the facts which arise, justice can only be fairly done upon bill and answer.

After all it is a mere matter of discretion. "The Court may," says the 165th section. It is for the Court to exercise its discretion in each case, whether to hear and decide the point summarily, or require it to be raised by bill. In *Re Bank of Gibraltar and Malta* (14 W. R. 69, L. R. 1 Ch. App. 74), the late Lord Justice Turner was satisfied that the Court was intended to have, and had, a discretion whether the remedy given by that section should be put in force or not. It is very desirable to condense litigation and avoid a second process if practicable. But how, if the question will be much better tried on bill and answer than on summons in chambers? "I agree with the Master of the Rolls," said the Lord Justice in the last-mentioned case, "that

the question (which involved charges against the directors of misapplying the bank's money) will be much better tried by bill than by inquiries under the summary jurisdiction. Experience has satisfied me that inquiries upon such questions as those are attended with enormous expense, and that there is much greater difficulty in arriving at a satisfactory decision under such proceedings than when the questions are distinctly raised in a suit between the parties. Every summons, it must be borne in mind, of the least importance has three hearings—the first before the *quasi*-tribunal of a chief clerk; the second, an adjournment into court; and the third, before the court of appeal.

The Lord Justice Giffard admits that there are some cases where it is proper that a bill should be filed, but wherever upon notice of motion, and upon affidavits, and examination of witnesses, you can properly arrive at a conclusion, he sees no reason why a bill should be filed.

This is a liberal construction of the section. There has been a tendency, however, in the same direction of late, if we may judge from the cases cited before the Lords Justices, but yet unreported. After all, it cannot be more than a matter of discretion for the individual judge. Even the Lord Justice Giffard admitted that a bill may be sometimes wanted. We are anxious to simplify as far as possible, but there is such a thing as simplifying over much. Greater simplicity may be attained by proceeding summarily, in lieu of filing a bill; but who, with the conduct of a case of this nature, if of an embarrassed and complicated nature, would not file a bill rather than present his case to the Court in the unsatisfactory way in which cases adjourned from chambers often present themselves?

RECENT DECISIONS.

EQUITY.

DISORDER AND NOISE A NUISANCE RESTRAINABLE IN EQUITY.

Inchbald v. *Robinson*, *Inchbald* v. *Barrington*, 17 W. R. 272, 459.

There is no want of authority for the proposition that noise alone, unaccompanied by other causes of offence, may be a nuisance such as the Court will put a stop to by granting an injunction; though a nuisance of this kind, when it does occur, occurs more often in combination with smoke and smell. as in *Crump* v. *Lambert*, 15 W. R. 417; or crowds and general disorder, as in *Walker* v. *Brewster*, 16 W. R. 59. The authorities as to this are collected in Mr. Kerr's useful work on Injunctions, p. 363. The case of *Walker* v. *Brewster*, where the injunction went against a proposed series of public fêtes, involving the usual concomitants of a brass band, fireworks, and an excited and disorderly crowd, was not unlike, so far as the ground of complaint was concerned, the cases which lead to these remarks. The nuisance restrained in *Bostock* v. *North Staffordshire Railway Company* was a regatta on a reservoir, whereby crowds were congregated, and the plaintiff's grounds were trespassed on. In *Inchbald* v. *Barrington*, as well as in *Inchbald* v. *Robinson*, the nuisance complained of was the performances in a circus. The two cases, however, as dealt with by the Lords Justices, serve to illustrate the mode which the Court has of dealing with cases of prospective, as distinguished from actual, nuisance. In *Inchbald* v. *Barrington* a perpetual injunction was granted to restrain the performances of a circus (intended to last for eight weeks) at a distance of 115 yards from the plaintiff's house, on the ground that the performances caused an amount of noise such as to interfere with the ordinary peace and quiet of the plaintiff's dwelling-house. The bill was filed after the performance had actually commenced, and was supported by evidence which showed in the opinion of the Court that a serious nuisance was occasioned by the performances. Here was an actual nuisance; and the Court, proceeding on the obvious inference that if the first of a series of performances was a nuisance, the following ones would equally be so, restrained the performances, which were originally intended to last eight weeks.

In *Inchbald* v. *Robinson* the bill was filed to restrain the erection of an intended circus at the distance of eighty-five yards from the plaintiff's dwelling-house. Here there was a prospective nuisance only, and the Court declined to interfere, and dismissed the bill on the ground that it contained no allegations, and there was no evidence in the suit, that the performances would, by their noise, occasion a nuisance. It is necessary that we should explain what we mean by the term "prospective." A prospective nuisance is that which *may* become a nuisance; not that which *must*. It is well settled that the Court can interfere before any actual nuisance has been occasioned, where it is satisfied that the act complained of *must* result in a nuisance (*Haines* v. *Taylor*, 2 Ph. 209; *Elwell* v. *Crowther*, 31 Beav. 163). Where a man sees an act about to be done which will inevitably result in an injury to him, he is not bound to wait until the injury is being done before he files his bill. But, as Wood, V.C., pointed out, a mere prospective nuisance, occasioned by a conduct which may or may not end in an actual nuisance, is not enough (*Attorney-General* v. *Corporation of Kingston*, 13 W. R. 888). In *Inchbald* v. *Robinson* the plaintiff based his title to relief mainly on the assembling of crowds of disorderly persons attracted by the performances. To infer that crowds would be collected was fair enough, though perhaps too much of a compliment to be fairly paid beforehand to the attractions of the troupe of the circus; but to assume that they would be disorderly, and so disorderly as to interfere with the ordinary peace and quiet of a neighbour, was going too far. It was, in fact, an assumption that a crowd of ordinary sightseers is necessarily a disorderly one. The Court wholly refused to assume that the erection of a circus must necessarily lead to the collection of disorderly crowds, so as to create a nuisance. It would be indeed hard if the doing an act which leads to the assemblage of a crowd, but does not excite them, or tend in any way to disorder, should be restrainable at the suit of an individual. Were it so, the peeress who gives a party in the season, and the tradesman who illuminates on her Majesty's birthday, might be equally liable to become involved in a chancery suit. These cases also show the importance of coming to the court just at the right time. The plaintiff in *Inchbald* v. *Robinson* came too soon. Had he waited till the first performance was over, and filed evidence thereon, who can say that his suit might not have had another ending? On the other hand, delay would have been construed as acquiescence, and might have been fatal, had the plaintiff in Barrington's suit waited over a few of the performances before filing his bill.

COMMON LAW.

LIBEL—PRIVILEGED COMMUNICATION—PRINTED REPORT OF DIRECTORS OF COMPANY TO SHAREHOLDERS.

Lawless v. *The Anglo-Egyptian &c. Company Limited*, Q. B., 17 W. R. 498.

The general rule respecting the liability of those who make defamatory written or printed statements of others, and the exception to that rule in the case of privileged communications, have been long well established, but cases keep constantly arising in which some new application of the old rules has to be made, and it is by this process of applying old rules to new states of fact that the development or gradual growth of law is caused.

Lawless v. *The Anglo-Egyptian &c. Company* is an example of a doubt as to the application of the rule respecting privileged communications. The plaintiff was one of the defendants' managers, and their auditors reported to the directors that there was a deficiency in the plaintiff's accounts, which had been badly kept

and irregularly rendered, for which the plaintiff was responsible. This report was presented to the shareholders at the annual meeting, when it was ordered to be printed and sent to the absent shareholders. The plaintiff brought this action for the statement concerning his accounts in the printed report. The defence was that the alleged libel was a privileged communication, as it was the duty of the directors to inform all the shareholders of the terms of the auditor's report.

It was held that the printed report was a privileged communication, and that the plaintiff should have been non-suited, as there was no evidence of express malice. Hannen, J., in his judgment is careful to point out that in this case there should be a non-suit, as under the circumstances there was no evidence at all of malice, but that under other circumstances communication with shareholders by sending a printed report *might* be a fact to go the jury as evidence of malice. It might probably be safely assumed that if a large number of copies of a defamatory report were printed with the ostensible object of communicating with a very small number of shareholders, it might be a fact for the consideration of the jury, as under such circumstances this means of communication might be evidence of a desire to injure the individual defamed, and not merely to give information to the shareholders.

This decision only affirms a long-established rule, but it is worth attention as it applies that rule to a state of facts which is likely often to occur again in consequence of the increasing number of joint-stock companies.

LANDLORD AND TENANT—IMPLIED OBLIGATION TO GIVE UP POSSESSION AT END OF TERM.

Henderson v. *Squire*, Q.B., 17 W. R. 519.

This case decides that in a tenancy for a fixed time, in which nothing is expressed as to giving up possession, there is an implied contract by the tenant to give up complete possession at the end of the term. If the tenant does not give up possession the landlord is entitled to recover from him damages for the time during which he has been kept out of the premises, and the expense of getting the premises back into his possession.

This rule, laid down long ago by Lord Kenyon, was recognised and followed in *Henderson* v. *Squire*, where the defendant had been tenant to the plaintiff of a house without any express agreement between the parties as to giving up possession at the end of the term. On the expiration of the term an under-tenant of the defendant's refused to give up possession to the plaintiff. It was held that the defendant was liable to pay the plaintiff for the time during which the plaintiff was kept out of possession after the end of the term, and also for the costs incurred by the plaintiff in an action of ejectment to recover possession of the premises from the under-tenant.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c. disposed of in Court in the week ending Thursday June 17, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
1	0	0	1	12	18	15	11	6	22	6	19

MASTER OF THE ROLLS.

June 12.—*Re James Gray* (*A Solicitor*).

In this case the Master of the Rolls, on May 26th, on a petition by the Incorporated Law Society, suspended Mr. Gray for ten years, stating at the same time that he would be ready to diminish the severity of the sentence if he found that some proper reparation had been made to Mr. Gingell, the party injured.

Reported *supra* 607.

Sir R. Baggallay, *Q.C.*, and *Bardswell*, now moved the Court to suspend for a limited time the drawing up of the order, in order to afford Mr. Gray an opportunity, which he earnestly desired, of making reparation to his client.

F. O. Haynes, for the Incorporated Law Society.

ROMILLY, M.R., directed the drawing up of the order suspending Mr. Gray from practice to be deferred until after the last seal in the sittings after Term. If no reparation had been made by that time the order would go.

EXCHEQUER CHAMBER.

(*In Error.*—Before the CHIEF BARON, CHANNELL and CLEASBY, BB., and BYLES, SMITH, and BRETT, JJ.).

June 15.—*Osgood* v. *Nelson*.

This was the appeal in an action to recover certain salary, fees, &c., received by the defendant, to which the plaintiff claimed to be entitled, as registrar of the Sheriffs' Court of the City of London. The question was whether the plaintiff had been lawfully removed from his office of registrar of the Sheriffs' Court, to which he had been appointed by the Court of Common Council. The Court of Common Council appeared to have appointed a committee to enter upon an inquiry as to the mode in which Mr. Osgood had conducted the business of his office as registrar of the Sheriffs' Court. The committee met at different times, received evidence and heard counsel, and made a report to the Common Council that they found the plaintiff guilty; and on the 2nd of May, 1867, the Court of Common Council came to a resolution:—"That, in the opinion of the Court the duties of the registrar had not been properly discharged by Mr. Osgood, and that reasonable cause existed for his removal from the office, and the Court thereby removed him accordingly." The defendant (the City Solicitor) was appointed to the office *pro tem.* When the case came before the Court of Queen's Bench the Court intimated that they considered the decision of the Common Council very harsh, and one that the Court of Queen's Bench would not have come to. At the same time, they did not consider they had power to interfere, and therefore gave judgment for the defendant.* The case now came before this Court.

Brown, Q.C., for the plaintiff, urged that the Court of Common Council had delegated their powers to a committee, and had not themselves tried the case or heard the evidence, and had not given judgment upon hearing the evidence.

Mellish, Q.C., *contra*, was not called on.

The CHIEF BARON said the Court were unanimously of opinion that the judgment of the Court of Queen's Bench must be affirmed. The question was whether the decision of the Court of Common Council, under the circumstances, could be set aside by this Court. The plaintiff was the registrar of the Sheriffs' Court, and in consequence of certain complaints which had been made, and certain proceedings which had been taken and submitted to the judge of that court, he had made a report to the Common Council. Into those charges it was now unnecessary to enter. The question was whether a course of proceeding had been adopted which this Court were now called upon to declare to be void. They did not feel themselves called upon to enter into the question whether the judgment of the Court of Common Council was right or wrong, or whether it was supported by the evidence. The complaints had been referred to a committee, according to immemorial usage, and there was no reason to disapprove the course the Common Council had adopted. The matter had been referred to a quorum of their body to consider and report. The committee had heard all that the parties had to say, and made their report, and the Court of Common Council had the evidence before them and had come to a decision, and that decision could not be impeached by this Court.

Judgment affirmed.

COURT OF QUEEN'S BENCH.

(In Banco, before the LORD CHIEF JUSTICE, BLACKBURN, MELLOR, and HANNEN, JJ.)

June 11.—*In the matter of Charles Barrow, an attorney.*

This was an application to strike an attorney off the rolls, on the ground that he had been concerned with a client in

* *Vide* 17 W. R. and *supra* 405, 540.

concocting and carrying out a fraudulent scheme to defraud creditors. The matter had been referred to the master, and from Master Manley Smith's report it appeared that a tradesman named Chitto, at Wolverhampton, was indebted to various persons, and, desirous of inducing them to accept a composition, he consulted Barrow, and according to his account, Barrow suggested to him to get a few friends to hold fictitious notes of hand from him for pretended debts, and to offer a composition of 7s. 6d. in the pound on the whole amount. This was denied by Barrow, but it was not denied that the notes were given, and that at a certain time he was quite aware that the notes were fictitious, and that nevertheless he went with his client before a meeting of the creditors and tried to induce them to accept the composition, and to believe Chitto's account. He failed to do so, however, and the creditors, being dissatisfied, refused the composition, and the fraud was discovered and disclosed.

Beasley, in support of the application.

Garth, Q.C., and *Littler, contra.*

The Lord Chief Justice said this was a serious case, and one of great delinquency. If the Court were quite satisfied that the attorney had actually concocted the scheme it would have been their duty to strike him off the roll. It was a matter of every-day experience that frauds were perpetrated by dishonest debtors upon their creditors by means of fictitious dispositions of property or of fictitious debts, the result of either process being that the assets were not truly and fairly distributed, and that creditors were defrauded. The Court, however, was not satisfied that the attorney actually originated the fraud. Still, what he had been guilty of was a very serious offence. Knowing that the fraud had been concocted, and that the notes were fictitious, he tried to uphold the fraud, and carry it out. No doubt an attorney, when asked by a client to take part in the perpetration of a fraud, could not betray his client. But he was bound to refuse to be any party to it, or to do anything towards carrying it out. One of the greatest securities provided against the perpetration of such frauds was the necessity they involved for the co-operation of attorneys; and happily in the great majority of cases this operated as a great protection against fraud, and creditors could in general safely rely upon the presence of an attorney as a guarantee against frand. It would be most lamentable if this valuable security should be diminished; and if parties had reason to be less confident on the honour and character of attorneys to whom, necessarily, so much was confided, and in whom so much reliance was now placed. The case, therefore, was exceedingly serious, and one which, although it did not appear to require the most severe sentence, at least required such a sentence as would be sufficient to mark the sense the Court entertained of it. That sentence must be one of suspension, though for a limited period: for the payment of costs (though the amount would probably be considerable) would not be a sufficient punishment. Taking all circumstances into consideration, there must be a sentence of suspension for a year, in addition to the payment of all the costs.

GENERAL CORRESPONDENCE.

Mortgage—Subsequent Judgment against Mortgagor.

Sir,—A. mortgages land to B., and subsequently A. sells the property to C., and it is arranged that B. shall be paid off out of the purchase-money, and shall join A. in the conveyance, the balance of the consideration being paid to A. On the morning of completion searches are made, and a registered judgment found against A. subsequent in date to the mortgage to B. No execution is registered.

Having regard to the legal estate in the property being in B., is the registration of the judgment against A. of effect so as to bind his interest in the land, or would C. be safe in completing?

An answer will oblige. C. E.

12th June, 1869.

APPOINTMENTS.

Mr. William Govett Romaine, C.B., Second Secretary to the Board of Admiralty, has been appointed Judge Advocate-General of India, on the nomination of the Duke of Argyle, Secretary of State. This appointment has hitherto been held by a military officer of the Indian Army, but about eighteen months ago it was announced that the office would be in future filled by a barrister, and this is the first nomination made under the new state of things. Mr. Romaine was called to the bar at the Inner Temple in January, 1839, and was formerly a member of the Oxford Circuit, practising also at the Berkshire Sessions. He was Deputy Judge Advocate to the army in the Crimea, and was created a C.B. in 1857, in recognition of his services. About that time he was appointed Second Secretary to the Admiralty by Sir Charles Wood, then at the head of that department as First Lord.

Mr. Joseph Grattan Jackson, solicitor, of Belper, Derbyshire, has been appointed a Commissioner to administer oaths in Chancery.

Mr. George Henry Cook, solicitor, of Bath, has been appointed a Commissioner to administer oaths in Chancery.

Mr. Frederick Marshall, solicitor, of Truro, who has for many years held the office of assistant-registrar to the Vice-Warden of the Stannaries Court of Devon and Cornwall, has been appointed to be registrar in succession to the late Mr. W. Michell, who died on the 19th of March. Mr. Marshall took out his certificate as an attorney in Michaelmas Term, 1841.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 11.—The *New Parishes and Church Building Acts Amendment Bill* was read the second time.

The *Beerhouses &c. Bill* was read a second time.

The *Recorders' Deputies Bill.*—Committee.—Lord Chelmsford added a clause requiring that on appointing a deputy each recorder should forthwith send a statement of the reason to the Home Secretary.

The *Election Commissioners' Expenses Bill* was read a second time.

June 14.—The *Irish Church Bill.*—Debate on the second reading.

June 15.—The *Irish Church Bill.*—Adjourned debate on the second reading.

June 17.—The *Irish Church Bill.*—Adjourned debate on the second reading.

HOUSE OF COMMONS.

June 11.—The *Bankruptcy Bill.*—Adjourned committee.—Clause 53 (sub-section 3) continued.—Mr. Peek proposed an amendment providing, in lieu of this sub-section, that at any time within six years from adjudication any creditor believing the debtor to have acquired property may move the Court to require him to file accounts, and to order the division of such property, due regard being had to recent liabilities. The amendment was negatived. Mr. Morley obtained the alteration of the term of years in this sub-section from five to three, and the clause was agreed to.

Clause 54 (audit)—Mr. Anderson moved that the trustee, having had his accounts certified by the committee of inspection, should within ten days send the certified statement to the Controller in Bankruptcy. This had worked well in Scotland.—The Solicitor-General said the change could, if advisable, be made by the Court.—Mr. Bourke thought the Lord Chancellor should have the power of appointing one or two auditors in the country, in addition to the one in London.—Mr. West feared this clause, as it stood, was hardly workable.—Serjeant Simon approved an independent audit, and suggested the county court treasurers.—Mr. Ayrton said that had been considered, and found impracticable. The county court treasurers were being abolished as fast as possible, because they did their work unsatisfactorily. Nor could the registrars be employed, as the work was foreign to their duties. But there must be some one to bring each trustee systematically to book and see that his statements were duly rendered. Assignees seemed to think it their duty to keep as much as possible in their own hands and pay as little as possible to the creditors. The only remedy was to have a balance-sheet delivered to a responsible officer. The trustee could not be expected to bring his books to London.—Mr. G. Gregory hoped the clause would be allowed to stand: he approved of a central authority.—Mr. Norwood deprecated the jealousy shown of the

creditors' committee of inspection. Let them examine the trustee's account, and if they differed from him, let the controller decide.—The Solicitor-General said if that was the object the amendment was unfortunately worded. The clause secured an independent audit, but the amendment struck at the independent audit altogether.—Mr. Hinde Palmer approved the amendment, understanding it to effect not a double audit, but to make the auditor in London something like an appeal court.—The amendment was ultimately withdrawn, on the understanding that the Attorney-General should bring up new clauses.—The clause was then struck out.

Clauses 55—58 were postponed.

Clause 59—Sir Roundell Palmer objected strongly to the constitution of the Court as proposed by the bill. He proposed several verbal amendments, to enable the Government to avail themselves of Mr. Commissioner Bacon's services, and on a vacancy arising to appoint one of the existing common law or equity judges without removing him from his own court.—The Attorney-General would accept that portion of the amendment which permitted the Chief Judge in Bankruptcy still to perform the duties attaching to his present office. The question of appointing equity as well as common law judges had received much consideration. The Lord Chancellor had considered that the Vice-Chancellors were too much occupied already, while there did not appear sufficient reason for the appointment of a new Vice-Chancellor. In connection, however, with the election petitions three new judges had been recently appointed, and their time, with the exception of those periods when election petitions required to be tried, was comparatively unoccupied. It was therefore thought advisable to make this appointment from among the common law judges, a plan which would be attended with saving to the country. Again, it was proposed for the first time to introduce into the Court of Bankruptcy the system of trial by jury, and somehow or another, though that system was not entirely unknown in courts of chancery, it had never flourished there.—Serjeant Simon thought a chief judge was not wanted, or if appointed should be from the equity judges. The present appeal tribunal could not be improved.—Mr. Russell Gurney suggested that the number of county court judges should be increased, and the registrars and officers who would have to be pensioned might be made assistant judges.—Sir F. Goldsmid thought the Chancery Bar was being unfairly used.—The Solicitor-General said that having these common law judges with little to do it was best to appoint from them.—Mr. Jessel, after joining in the general testimony to Mr. Commissioner Bacon's ability and fitness for this office, recommended that he should be judge of first instance, retaining the present appeal court. The members of the Court of Appeal in Chancery had not sufficient occupation to employ them during the ordinary sittings of the Court. The number of bankruptcies was about 9,000 a-year, of which 6,000 were pauper bankrupcies, from which no dividend whatever was paid. Now, these pauper bankruptcies were caused by allowing men to make themselves bankrupt, and as that power would be taken away the bankruptcies would be reduced to 3,000, or even much less, because a vast number of the latter class paid so small a dividend that no hostile creditor would ever present a petition of adjudication. The amount of business, therefore, thrown on the Chief Judge, instead of being too large for one man, would, he believed, be less than an ordinary judge would be able to go through.—The Attorney-General said that we must have this jurisdiction administered locally, and, if locally, in what other courts than the county courts? It was proposed originally to retain the district bankruptcy courts, but he had received several remonstrances against it, and therefore he adopted the county courts. This question could not wait for the report of the Judicature Commission. There was a general concurrence of opinion that it was desirable to have a superior judge, and they could not do better than make Mr. Bacon the first judge. With regard to the proposal to make every county court in London a bankruptcy court, there were several fatal objections to that; and among those objections was the fact that the London county courts were too much occupied already. What was wanted in London was a large court of bankruptcy with a considerable area of jurisdiction, and also with, he hoped, a considerable degree of authority, in order to give the tone to the courts dealing with bankruptcy business in the country. Uniformity of practice in regard to bankruptcy law was required, and to what tribunal were the courts in the country to look for guidance and authority unless it was to the chief court in London?

The clause was then agreed to.

Clauses 60 and 61 were agreed to.

Clause 62 was postponed.

Clauses 63 and 64 were agreed to.

Clause 65 was struck out, to be afterwards brought up in an amended form.

Clauses 66, 68, 69, were agreed to.

Clause 70 was struck out to be brought up afterwards in an amended form.

Clause 71 was agreed to, after being amended by Serjeant Simon, so as to forbid on pain of dismissal any registrar or officer of the court from acting as attorney or solicitor in any court of which he was registrar or officer.

Clause 72 was postponed.

Clauses 73—85, after being verbally amended, were agreed to.

Clause 86 was amended by Mr. Anderson, so as to render any bankrupt liable to arrest who failed to attend any examination ordered by the Court.

Clause 87—Mr. G. Gregory proposed an amendment to the effect that the sheriff should be entitled after a sale to deduct his fees and charges, as well as his expenses.

The amendment was negatived, and the clause agreed to.

Clause 88 (sequestration of livings held by bankrupt clergymen)—Mr. Anderson moved an amendment providing that the Court should apportion the sum to be paid to the bankrupt out of the receipts, instead of the bishop, as the clause provided. The amendment was withdrawn, and the clause agreed to.

Clause 89, with a slight amendment, was agreed to.

Clause 90 was agreed to.

Clause 91 (voluntary settlements).—Mr. Morley moved to leave out after "settlement," in line 1, the words "made before or in consideration of marriage or," his object being to prevent a man making a settlement on his wife out of property not belonging to him.—Mr. Jessel opposed the amendment on the ground that the wife was as much entitled to consideration as any creditor.—Sir Roundell Palmer opposed the amendment on the ground that it would not be at all for the benefit of the community if unreasonable impediments were thrown in the way of bachelors engaged in trade contracting marriage. If a man made a marriage settlement in contemplation of bankruptcy, if he contracted marriage in order to make a settlement—it would be fraudulent under the statute of Elizabeth.

Mr. Morley reluctantly withdrew his amendment.

Progress was then reported.

The Judicature Commission and the County Courts.—Mr. Norwood asked whether it was the intention of the Government to enlarge the scope of inquiry of the Judicature Commission so as to embrace the County Courts, Quarter Sessions, and other local tribunals in the provinces. He also suggested that the mercantile and manufacturing interests should be represented on the commission.

Mr. Bruce replied that the commission was issued by the late Government. He had consulted the Lord Chancellor and Lord Cairns on the subject, and they agreed in the opinion of his hon. friend in thinking that the scope of the inquiry ought to be extended. The suggestion which his hon. friend had made should receive consideration.

Special Bails.—A bill by Mr. Hadfield to facilitate the taking special bails in civil proceedings depending in the superior courts of law at Westminster, and in proceedings in error or on appeal, was read a first time.

June 14.—The *Endowed Schools Bill* passed through committee.

The *Corrupt Freemen of Dublin.*—On the motion for a new writ for a burgess to serve in place of Sir A. Guinness, unseated on petition, Sir G. Grey moved, as an amendment, that leave be given, to bring in a bill to disfranchise the freemen of the city of Dublin. On a division the original motion was rejected by a majority of 215 to 169. The debate was then adjourned.

June 15.—The *Bankruptcy Bill.*—Adjourned committee, Clause 91 (post-nuptial settlements) resumed.—Mr. Rathbone's amendment, providing that a post-nuptial settlement made on or for the wife or children of a settlor should become void if the settlor was made bankrupt within two years afterwards, or within ten if it could be proved he was not solvent at the time of the making it, was agreed to.—Mr.

Rathbone moved another amendment requiring that the settlement should be registered within three months of execution like a judgment or bill of sale. The amendment was withdrawn, on the understanding that the Attorney-General would endeavour to bring up on the report a clause dealing with the point. Mr. Rathbone also moved, page 34, line 5, before "settlement," to insert "Any covenant or contract made by a trader, whether before or after marriage, for the future settlement or payment of property or money upon or for the wife or children of such trader, shall upon his becoming bankrupt before such property or money has been actually transferred or paid, be void against his trustee appointed under this Act; and any settlement made by a trader after marriage in pursuance of a covenant or agreement made before and in consideration of marriage shall be filed in the manner provided in the case of bills of sale by the Bills of Sale Act, 1854, and in default shall be void against his trustee appointed under this Act; but the provisions of the Bills of Sale Act, 1866, as to the renewal of registration, shall not apply to such settlements as last aforesaid." —Mr. Hinde Palmer was afraid that the amendment would be rather unfair in certain cases to the wife and children. —Mr. Denman said it often happened that a man engaged in a risky trade or profession went to an attorney and told him that, as he might become bankrupt any day, he wished to make over, say £10,000, to his wife and children by a post-nuptial settlement. That system of fraud was at the present moment going on to an immense extent, and the committee were all agreed that it ought to be put down.—Mr. Hinde Palmer thought the clause would be too extensive with this addition. He suggested that it should be qualified by the words "unless the bankruptcy took place within a certain time—say ten years."—Mr. Serjeant Simon trusted the Attorney-General would adhere to his original intention. —The Attorney-General said that, after listening to the remarks which had been made in the course of the discussion, he had become satisfied that the clause deserved further consideration. He would carefully reconsider it before the report was brought up. The amendment having been withdrawn on this understanding the clause as previously amended was agreed to.

Clauses 92 to 99 were agreed to.

Clauses 100 and 101 were struck out, to be transferred to the Imprisonment for Debt Bill, to which they properly belonged, having been inserted in this bill by some mistake.

Clauses 102 to 104 were agreed to.

Clause 105—Mr. Rathbone moved an amendment providing that joint creditors should not be entitled to vote at meetings of creditors.—The Attorney-General felt this would work unjustly. Surely, if a man had a just claim against a bankrupt he should be entitled to vote?

The amendment was withdrawn, and the clause agreed to.

Clauses 106—111 were agreed to.

Clause 112 was struck out to place it in the other bill.

Clause 113 was agreed to.

Clause 114.—Mr. Jessel objected to an assignee suing in the name of the bankrupt, because if the cause were lost the costs would not be forthcoming. The clause was amended so that the assignee should sue in his own name only.—Mr. Denman wished it to be stated that the assignee, though suing in his own name, should sue as assignee.—The Attorney-General promised to consider this point, and if further amendment were necessary would deal with it on bringing up the report. The clause was then agreed to.

Clause 115—Mr. Alderman Salomons objected to exempting legal instruments relating to the property of the bankrupt from stamp duty.—Mr. Ayrton said it would be for the Chancellor of the Exchequer to see at the proper time whether the fees would balance the loss by this exemption. For the present he moved the omission of the words "and from every other duty" besides stamp duty. These words were struck out, and the clause was agreed to.

Clauses 116 and 117 were agreed to.

Clause 118—Mr. Alderman Salomons objected to the provision under which a creditor failing to claim a dividend for five years forfeited it to the Crown. If the dividend were forfeited at all, surely the other creditors, and not the Crown, should have the benefit of the forfeiture?—Mr. Ayrton pointed out that the dividend could be reclaimed under this clause just as at present, only that, instead of the official assignee holding the money, as was the case now to the extent of a million, the Bank of England would hold it for the Government.—Mr. Morley preferred satisfying an official assignee to satisfying the Lord Chancellor of the justice of his claim after forfeiture. The clause was agreed to.

Clauses 119—121 were agreed to.

Clause 122—Mr. Rathbone moved, but withdrew, an amendment providing that not only should bankruptcy vacate a seat in the House of Commons, but compounding with creditors, or making an assignment to trustees for their benefit, and the clause was agreed to.

Clauses 123—125 were agreed to.

Clause 126 (liquidation by arrangement)—Mr. Rathbone proposed an amendment intended to put a stop to a system of private compromise which had arisen of late years, and was most destructive to the morality of the country. He had the opinion not only of the commercial, but the legal gentlemen of Liverpool in favour of the proposal.—Mr. Morley opposed the proposal. The Chambers of Commerce of the country, with the exception of that of Liverpool, were unfavourable to the amendment. While in the years 1866, 1867, and 1868 the property realised through the Court of Bankruptcy amounted to only £2,165,000, that which was paid by means of private arrangement amounted to £25,270,000; and while the dividend paid through the Court of Bankruptcy was almost *nil*, under these private arrangements there was paid in 1867 nearly 6s., and in 1868 nearly 7s. in the pound.—Mr. Rathbone said he did not require that the man should be adjudicated a bankrupt, but only that a petition should be presented; then a meeting of creditors might be held, and the whole estate might be taken out of bankruptcy and managed as easily as before. His object was to provide that there should be no secret arrangements.—Mr. G. Gregory said taking 10s. in the pound as the standard, out of 8,000 estates in bankruptcy only 57 paid 7s. 6d. to 10s. in the pound, while out of 9,000 compositions, 390 paid 10s. in the pound. This showed the advantage of composition over bankruptcy. The saying was that "all rubbish went into bankruptcy." He should propose a series of clauses, continuing composition by deeds, and embodying the powers of the Acts of 1861 and 1868, giving the creditors facilities for entering into composition, providing that the deeds should be registered and accompanied by a declaration of the number and names of the creditors who should sign the composition. He was willing to adopt any other precautions, such as enacting that preliminary to the composition there should be a meeting of the creditors, and that a balance-sheet should be prepared and laid before them. This was the ordinary course at present. As the bill stood it would no longer give the friends of a bankrupt a motive for assisting him by endeavouring to keep his name out of bankruptcy. —Mr. West recommended such as increasing the publicity of the arrangements. It might also be provided that there should be a public meeting of the creditors, so that these arrangements might not be entered into by written engagements. —The Attorney-General could not support the amendment. He wished to protect the minority of the creditors as far as they ought to be protected, but at the same time he had no desire to expose the bankrupt to greater publicity or inconvenience than was necessary. This clause, he might add, had been very carefully drawn up, and steered a middle course between the two extremes.—Sir Roundell Palmer pointed out that if the clause remained alone in the bill it would produce an important alteration in the present law, and would in effect abolish compositions altogether. The arrangement would be just the same as bankruptcy, with these three differences: first, it apparently allowed the committee of inspection to be dispensed with if the creditors so pleased; secondly, it allowed the audit by the Controller to be dispensed with if the creditors so pleased; and, thirdly, it took the case out of the operation of the discharge clause of the bill, which depended upon the payment of 10s. in the pound dividend, and it enabled the creditors at a general meeting by a majority in number and three-fourths in value to give or refuse the discharge on any terms they pleased. He did not know whether the mercantile world were prepared for the abolition of all kinds of compositions of a more elastic sort. —Mr. Rylands hoped the amendment would be pressed, or, at all events, that the Attorney-General would afford a larger amount of publicity than the bill provided for.—Mr. Norwood suggested that the Attorney-General should alter the clause so as to give full power to the creditors to make any arrangement with the debtor, provided it should be registered, so that if could not be kept secret.—Mr.

Hinde Palmer thought the object of the amendment could be attained without it, through the operations of the sections 11 and 12 of the clause.—Mr. Morley opposed the amendment, because it meant bankruptcy in cases in which it was desired to save a debtor's property, and allow him to pay a composition and carry on his business. —Mr. Peek said there should be no arrangement without leave of the Court. Nothing had done so much to lower the moral tone of the commercial world as deeds of arrangement. —Mr. Cave said the provisions of the bill only met one class of cases, arrangements after liquidation, and what was wanted was some provision for composition, in which there was not necessarily anything dishonest. He wished the Attorney-General would reconsider the matter and postpone the clause.—The Attorney-General said the clause had been carefully considered; it steered a middle course between two opposite views, and he did not see how it could be altered so as to be reconciled with the wishes of the two sides.—Mr. Rathbone said he would withdraw the amendment, provided the Attorney-General would secure greater publicity for compositions.—Mr. Jessel said among commercial men there was a very strong feeling for the continuance of composition. In many cases a larger sum was paid by the debtor under composition than could be obtained under any management whatsoever. If such was the prevalent feeling, the Attorney-General ought to meet it by a substantial clause enabling creditors to obtain a composition from a debtor. But then it was said that this should be fenced round by the safeguard of publicity—that is, publicity among the creditors themselves. A public notice would be quite sufficient. The Chambers of Commerce had suggested that a meeting should be advertised; that could be done by the Court; then the creditors could come together, and by a vote of a majority in number and three-fourths in value accept a composition. If they passed the bill as it stood, they made a man virtually a bankrupt, though they did not call him so. —The Attorney-General would consider the question of a substantial clause as suggested, without binding himself by a pledge that he would bring up such a clause. —Mr. Peek said there was a large house in London that never would take a composition under any circumstances, and the consequence was that where he made twenty bad debts that house never made one. They always sent the debtor into bankruptcy, *coute qui coute*, and the class of persons who went into compositions always let in the easier traders, and avoided that house. He did not see why honest men should not carry a composition through the court with the privity and sanction of the judge.

The amendment was withdrawn, and the clause as amended agreed to.

Clause 127 (Commissioners of the London Bankruptcy Court to cease office).—The Attorney-General moved an amendment to insert at the beginning of the clause the words :—"Such one of the present Commissioners of the London Bankruptcy Court as may be chosen by her Majesty shall be the first Chief Judge in the London Bankruptcy Court as constituted under this Act, and shall, as to tenure of office, rank, salary, pension, and all other privileges except his title, continue in the same position in all respects as if his office had not been abolished by this Act, but save as aforesaid."—Mr. Russell Gurney asked whether it was not desirable that the chief judge of the court should rank with the other judges? It was important to give him the same position, and he would therefore propose that the word "rank" should be omitted.

The Attorney-General agreed to the amendment.

The amendment, as amended, was adopted and the clause agreed to.

Clauses 128 was agreed to.

Clause 129 (abolition of country district courts) was agreed to.

Clause 130 was postponed.

Clauses 131 and 132 were postponed.

The Committee then considered the postponed clauses.

Clause 55—The following addition was made on the motion of the Attorney-General:—

"The trustee having had his quarterly statement of accounts audited by the committee of inspection, shall, within the prescribed time, forward the certified statement in the prescribed form to an officer to be called the Controller in Bankruptcy, and if he fail to do so he shall be deemed guilty of a contempt of Court, to be punishable accordingly." The clause was also amended so as that the clerks, &c., in the office of the Controller should be appointed and dismissible by him, and there should be "allowed and paid to him such sum as the Treasury may from time to time direct for the expenses of his office, and of such clerks and other persons as may be deemed necessary by the Treasury."

Clause 56 was amended, on the motion of the Attorney-General, by making it read that the trustee not less than once "every year" during the bankruptcy should transmit a statement to the Controller.

Clauses 57 and 58 (duty and powers of Controller) were agreed to.

Clause 61 was amended, on the motion of the Attorney-General, by increasing the number of registrars in the London court from two to four; by striking out the word "puisne" in reference to the judges from whom the chief judge is to be selected, and extending the area of selection from the judges "of common law at Westminster" to the judges "of common law or equity;" by striking out the words that the chief judge should not be required to perform any of the duties of judge in the court to which he belongs while acting as chief judge in bankruptcy, and by adding these words at the end of the clause :—

"Any puisne judge or Vice-Chancellor appointed to any of the said courts after the passing of this Act shall, when required by the Lord Chancellor, perform the duties of chief judge in bankruptcy."

Clause 62 (power of the Crown to appoint a new common law judge if required) was struck out.

Clause 72, on the motion of Mr. G. Gregory, with the assent of the Attorney-General, was amended by making it read that any order of the chief judge shall "be subject to an appeal to the Court of Appeal in Chancery (which Court for the purposes of this Act shall be and form a Court of Record, and shall have all the jurisdiction, powers, and authotities of the Court of Bankruptcy, to be exerciseable either originally or on appeal, and shall have all the powers and authorities of the Court of Chancery relative to the trial of questions of fact, by jury, issue, or otherwise)."

The clause as amended was agreed to.

Clause 130 (compensation to holders of abolished offices). —Mr. Ayrton proposed an amendment to limit the clause entirely to the Commissioners. The clause would then run to this effect, "that any commissioner should from and after the abolition of his office receive, out of the moneys to be provided by Parliament, an annuity during his life equal to the amount which he received by way of salary during his continuance in office."

Sir R. Palmer said it had always been the just practice when offices held during good behaviour, *i.e.*, freehold offices were abolished, to give the officers their full salaries. It would be unjust and unwise to abandon that principle now. Make as much use as possible of the dismissed officers, but give them the money they had a right to expect.

June 16.—The *Municipal Reform* (*Metropolis*) *Bill*.—Mr. Buxton moved the second reading, Mr. Bentinck moved the rejection of the bill.

Mr. Bruce said so large a subject could only be dealt with satisfactorily by the Government, and the time of the Government was just now much engrossed. He could not undertake to say that the Government would introduce a bill next session, but a measure should be brought in as soon as possible.

The motion and the amendment were both withdrawn.

The *Sunday and Ragged Schools Bill* (to except these institutions from payment of rates).—The second reading was carried by a majority of 228 to 71.

The *Special Bails Bill* was read a second time.

The *Stannaries Bill*.—The Lords' amendments were agreed to.

Administration of Assets.—Mr. J. H. Palmer obtained leave to bring in a bill to abolish the distinction between the specialty and simple contract debts of deceased persons.

June 17.—*Representation of Minorities*.—In reply to Sir H. Howe, Mr. Gladstone said the Government had not taken into consideration whether they should make any proposal to the House on the subject of the clause in the Representation of the People Act (1867), relating to the representation of minorities.

The *Corrupt Freemen of Dublin*.—Adjourned debate on the motion for a new writ to the city of Dublin. Amendment proposed—that leave be given to bring in a bill to

disfranchise the freemen of that city. Mr. Henley, Mr. Hunt, Mr. Lowther, and Mr. Staveley Hill opposed the bill; Mr. V. Harcourt and Sir. G. Grey supported it. Leave was given to introduce the bill.

The *Endowed Schools Bill* was considered, as amended in committee.

The *Married Women's Property Bill*, re-committed, passed through committee.

The *New Law Courts*.—Mr. Bentinck asked what was the present position of the question as to the new law courts site.

Mr. Layard replied that the bill was before the standing orders committee, and until the committee had reported he could not say when the bill would be read a second time.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT, WISCONSIN.

Schneider v. *The Provident Life Insurance and Investment Company of Chicago.*

Action on a life policy—Negligence—"Wilful and wanton exposure to unnecessary danger.

PAINE, J.—This action was upon a policy, by which Bruno Schneider was insured against injury or death by accident. He attempted to get on a train of cars while in slow motion and fell under them and was killed. The policy contained a clause that the company should not be liable for any injury happening to the assured by reason of his "wilfully and wantonly exposing himself to any unnecessary danger or peril," and on the trial the plaintiff was nonsuited upon the ground that the death was within this exception.

But the position most strongly urged by the respondent's counsel in this court was that inasmuch as the negligence of the deceased contributed to produce the injury, therefore the death was not occasioned by an accident at all, within the meaning of the policy. I cannot assent to this proposition. It would establish a limitation to the meaning of the word "accident," which has never been established either in law or in common understanding. A very large proportion of those events which are universally called accidents happen through some carelessness of the party injured, which contributes to produce them. Thus, men are injured by the careless use of fire arms, of explosive substances, of machinery, the careless management of horses, and in a thousand ways, when it can readily be seen afterwards that a little greater care on their part would have prevented it. Yet such injuries having been unexpected and not caused intentionally or by design, are always called accidents and properly so. Nothing is more common than items in the newspapers under the heading "Accidents through carelessness."

There is nothing in the definition of the word that excludes the negligence of the assured party as one of the elements contributing to produce the result. An accident is defined as "an event that takes place without one's foresight or expectation"; an event which proceeds from an unknown cause, or is an unusual effect of a known cause, and therefore not expected.

An accident may happen from an unknown cause. But it is not essential that the case should be unknown. It may be an unusual result of a known cause, and therefore unexpected to the party. And such was the case here, conceding that the negligence of the deceased was the cause of the accident.

It is true that accidents often happen from such kinds of negligence. But still it is equally true that they are not the usual result. If they were, people would cease to be guilty of such negligence. But cases in which accidents occur are very rare in comparison with the number in which there is the same negligence without any accident. A man draws his loaded gun toward him by the muzzle—the servant fills the lighted lamp with kerosene, a hundred times without injury. The next time the gun is discharged and the lamp explodes. The result was unusual, and therefore unexpected. So there are undoubtedly thousands of persons who get on and off from cars in motion without accident, when one is injured. And therefore when an injury occurs it is an unusual result, and unexpected, and strictly an accident. There are not many authorities on the point. The respondent's counsel cites *Theobald* v. *The Railway Passengers' Assurance Company*, 2 W. R. 528; not as a direct authority, but as containing an implication that the negligence of the injured party would prevent a recovery. I do not think it can be construed as conveying any such intimation. The insurance there was against a particular kind of accident; that was a railway accident, and the only question was, whether the injury was occasioned by an accident of that kind. The Court held that it was, and although it mentions the fact that there was no negligence on the part of the assured, that cannot be considered as any intimation what would have been the effect of negligence if it had existed.

The general question as to what constituted an accident was considered in two subsequent cases in England. The first was *Sinclair* v. *The Maritime Passengers' Assurance Company*, 9 W. R. 342; in which the question was whether a sunstroke was an accident within the meaning of the policy. The Court held that it was not, but was rather to be classed among diseases occasioned by natural causes, like exposure to malaria, &c., and while admitting the difficulty of giving a definition to the term accident which would be of universal application, they say they may safely assume "that some violence, casualty, or *vis major* is necessarily involved." There could be no question in this case, of course, but that all these were involved.

In the subsequent case of *Trew* v. *The Railway Passengers' Assurance Company*, 9 W. R. 671, 6 H. & N. 839, the question was, whether a death by drowning was accidental. The counsel relied on the language of the form case, and urged that there was no external force or violence. But the Court held that if the death was occasioned by drowning, it was accidental within the meaning of the policy. And in answer to the argument of counsel they said: "If a man fell from a housetop, or overboard from a ship, and was killed; or if a man was suffocated by the smoke of a house on fire, such cases would be excluded from the policy, and the effect would be, that policies of this kind, in many cases where death resulted from accident, would afford no protection whatever to the assured. We ought not to give to these policies a construction which will defeat the protection of the assured in a large class of cases."

There was no suggestion that there was any question to be made as to the negligence of the deceased, and yet the Court said—"We think it ought to be submitted to the jury to say whether the deceased died from the action of the water or natural causes. If they are of the opinion that he died from the action of the water, causing asphyxia, that is a death from external violence within the meaning of the policy, whether he swam to a distance and had not strength enough to regain the shore, or on going into the water got out of his depth."

Now either of these facts would seem to raise as strong an inference of negligence as an attempt to get upon cars in slow motion. Yet the Court said that although the drowning was occasioned by either one of them, it would have been a death within the meaning of the policy, and the plaintiffs entitled to recover. I cannot conceive that it would have made such a remark except upon the assumption that the question, whether the injured party was guilty of negligence contributing to the accident does not arise at all in this class of cases. I think that is the true conclusion, both upon principle and authority, so far as there is any upon the subject; and the only questions are, first, whether the death or injury was occasioned by an accident within the general meaning of the policy, and if so, whether it was within any of the exceptions.

This conclusion is also very strongly supported by that provision of the policy under which the plaintiff was nonsuited. That necessarily implies that any degree of negligence falling short of "wilful and wanton exposure to unnecessary danger" would not prevent a recovery. Such a provision would be entirely superfluous and unmeaning, in such a contract if the observance of due care and skill on the part of the assured constituted an element to his right of action, as it does in actions for injuries occasioned by the negligence of the defendant.

The question therefore remains whether the attempt of the deceased to get upon the train was within this provision, and constituted a "wilful and wanton exposure of himself to unnecessary danger?" I cannot think so. The evidence showed that the train having once been to the platform, had backed so that the cars stood at some little distance from it. While it was waiting there the deceased was walking back and forth on the platform (of the depot). It is very

probable that he expected the train to stop there again before finally leaving. But it did not. It came along and while moving along at a slow rate, or as fast as a man could walk, he attempted to get on, and by some means fell either under or by the side of the cars, and was crushed to death. The act may have been imprudent. It may have been such negligence as would have prevented a recovery in an action based upon the negligence of the company if there had been any. But it does not seem to have contained those elements which could be justly characterized as wilful or wanton. The deceased was in the regular prosecution of his business. He desired and expected to leave on that train. Finding that he would be left unless he got on while it was in motion it was natural enough for him to make the attempt. The strong disinclination which people have to being left would impel him to do so. The railroad employees were getting on at about the same time. Imprudent though it is, it is a common practice for others to get on and off in the same manner. He had undoubtedly seen it done, if he had not done it himself many times without injury. I cannot regard it therefore as a wilful and wanton exposure of himself to unnecessary danger within the meaning of the policy.

The judgment should be reversed, and a *venire de novo* awarded.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, on Tuesday evening last, Mr. Edgar C. Harvie in the chair, the question for discussion was, "Is it desirable that the recommendations of the Judicature Commissioners should be adopted?" Mr. Warmington opened in the affirmative, and the society so decided by a considerable majority.

NEW LAW COURTS AND OFFICES.

Mr. Pownall's Estimate of the Cost of the Property required to be purchased for building the New Law Courts on the Thames Embankment (Howard-Street Site), and of the amount that could be obtained on a Re-Sale of the Carey-Street Site.

To the President of the Incorporated Law Society.

5, Westminster Chambers, Victoria-street,
Westminster, June 3rd, 1869.

Sir,—In accordance with your instructions, I have surveyed the property required to be purchased to carry out Mr. Street's design for building the New Law Courts on the Thames Embankment Site, as shown by the plan submitted with his report of May last to the First Commissioner of Her Majesty's Works.

I estimate the cost of acquiring all interest in this property, after allowing for the re-sale of some surplus land in Essex-street, at the sum of £812,415.

This amount is exclusive of the cost of continuing Essex-street to the north of the Strand, as shown on Mr. Street's plan, and it is exclusive also of any sum that the Metropolitan Board of Works might—and I should think would—claim for that portion of the embanked land which is proposed to be taken, even if the Board consented, or were compelled by legislative enactment, to allow the land to be used for building purposes.

I have also surveyed the land recently purchased by the first Commissioner of Works, known as the Carey-street site, and I am of opinion that the utmost sum that could be obtained for this property, if used for ordinary building purposes—of shops, houses, or offices—is £364,320.

I have before referred to the projection of the proposed building on the reclaimed land. The scale of the plan is too small to admit of accurate measurement, but the building appears to me to be intended to project before the main building of Somerset House to the extent of at least fifty or sixty feet.

I venture to think that such a projection before one of the finest public buildings we have would be most unsightly and objectionable, whether seen from the east or the west; and it is certainly in direct departure from the arrangement made as to the future building line between the Temple and Somerset House when the Embankment Act (24 & 25 Vict. c. 42) was passed.

I enclose for your consideration a copy of the plan referred to in the 60th clause of that Act, by which no buildings were allowed to be erected south of a curved line between the south-western angle of the Middle Temple Library and the south-eastern angle of Somerset House.

It is quite true that this particular clause was intended specially to protect the interests of the Duke of Norfolk, but it is no less true that the public interests were duly considered in the matter, both in dealing with his Grace and with the benchers of the Temple, who were also prohibited from building on the reclaimed land intended to be added to their garden.

I am unable to offer any opinion as to the comparative cost of the foundations on the two sites. Probably on this subject, as well as on the point of the proposed projection of the new building before Somerset House, it would be well for the Council to apply to the superintending architect to the Metropolitan Board.—I am, Sir, your obedient servant,

GEO. POWNALL.

COURT PAPERS.

COURT OF CHANCERY.

ORDER.—ACCOUNTANT GENERAL'S OFFICE.—*June* 8, 1869.

Whereas it is proper that the accounts kept by the Accountant-General of this court should be examined and compared in order to settle the same, and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Friday the 20th day of August next, to Thursday the 28th day of October next inclusive, excepting upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books kept at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this Court be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this Court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order and request or registrar's certificate be left at his office on or before Saturday the 7th day of August next; and that no order for payment of any money out of court which may then be in court be received in the Accountant-General's office after Tuesday, the 10th day of August next, provided nevertheless that the office of the said Accountant-General shall be opened on Tuesday the 12th, Wednesday the 13th, and Thursday the 14th days of October next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which had become payable prior to or during the closing of the office aforesaid. And to the end that the suitors may have notice hereof, and apply to the Court as there shall be occasion to have money paid to them out of the bank, or stocks or annuities transferred to them before the 20th day of August next, I do order that this order be entered and set up in the several offices of this court.

(Signed) HATHERLEY, C.

ORDER OF COURT.—*June* 12.

Whereas, from the present state of the business before the Vice-Chancellor Sir John Stuart, the Vice-Chancellor Sir Richard Malins, and the Vice-Chancellor Sir William Milbourne James, respectively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir John Stuart and the Vice-Chancellor Sir Richard Malins, respectively, should be transferred to the Vice-Chancellor Sir William Milbourne James. Now I do hereby order that the several causes mentioned in the first schedule hereunto subjoined be accordingly transferred from the book of causes standing for hearing before the Vice-Chancellor Sir John Stuart, to the book of causes for hearing before the Vice-Chancellor Sir William Milbourne James; and that the several causes mentioned in the second schedule hereunto subjoined be accordingly transferred from the book of causes standing for hearing before the Vice-Chancellor Sir Richard Malins, to the book of causes for hearing before the said Vice-Chancellor Sir William Milbourne James. And this order is to be drawn up by the registrar, and set up in the several offices of this court.

HATHERLEY, C.

The First Schedule.

From Vice-Chancellor Sir John Stuart's Book.

Barnes *v.* Woods
Jones *v.* Rhind
Rhind *v.* Jones
Kavanagh *v.* Willink
Hope *v.* The Midland Counties & Wales Railway Co.
Hood *v.* North Eastern Railway Co.
Spawforth *v.* Burnell.
Bradford *v.* Bradford
Day *v.* The Sittingbourne Railway Co.
Hughes *v.* Seanor
Emsley *v.* Robinson
Hambrough *v.* Hart
Smith *v.* Lee and another
Farquhar *v.* Hadden
Lewis *v* Evans
Millington *v.* Holland
Gibbon *v.* Gibbon
Perry *v.* Sargent
Baker *v.* Bannister
Griffin *v.* Brady
The Lloyd's Banking Co. (Limited) *v.* Chandler
Johnson *v.* Bennett
Brown *v.* Greenwood
Prees *v.* Coke
Belaney *v.* Baron Ffrench.
Hussey *v.* The Metropolitan Railway Co.
Atkinson *v.* Robinson
Hinchcliffe *v.* Bates
Gray *v.* Burke
Hudson *v.* Johnson

The Second Schedule.

From Vice-Chancellor Sir Richard Malins' Book.

Earl St. Germans *v.* Fox
Slatter *v.* Samuel
England *v.* Grant
Queen of Spain *v.* Parr
Abbott *v.* Cawston
Thomas *v.* Thomas
Matterson *v.* Baersetmann
Montgomery *v.* Floyd
Weyman *v.* Carter
Glover *v.* Moore
Tippett *v.* Fiddy
Silver *v.* Udall
Trappes *v.* Meredith
Clark *v.* Simpson
Berrie *v.* Bower
McKenna *v.* Chadwick
Tooth *v.* Banks
Wardon *v.* Mayor, Aldermen, and Burgesses of the town or borough of Kingston-upon-Hull
Eade *v.* Morgan
Howell *v.* Jones
Samuelson *v.* Mattison
Musgave *v.* Hart
Hawkes *v.* Hawkes
Phillpotts *v.* Bradgate
Cartwright *v.* Hewit

The Vice-Chancellor Sir William Milbourne James will not hear any of the above causes before Wednesday, the 23rd June, 1869.

R. H. Leach, Registrar.

COURT OF EXCHEQUER.

This Court will hold sittings on Monday the 21st, Tuesday the 22nd, Wednesday the 23rd, Thursday the 24th, Friday the 25th, and Saturday the 26th days of June inst., and will at such sittings proceed in disposing of the business then pending in the paper of new trials and in the special paper, and will also hold a sitting on Friday, the 2nd day of July next, and will on the said 2nd day of July next proceed in giving judgment in matters then standing for judgment.

LANCASHIRE SUMMER ASSIZES, 1869.

NOTICE.

The commissions for holding these assizes will be opened at Lancaster, on Monday, the 26th of July, at Manchester, on Friday, the 30th of July, and at Liverpool, on Thursday, the 12th of August.

The entry of causes at Lancaster will commence immediately after the opening of the commissions, on Monday, the 26th of July, and will close at 9 o'clock on the following morning.

In pursuance of an order made by the judges at the Liverpool Spring Assizes, 1868, "for facilitating the entry of causes for trial at future assizes for the southern division of this county, and for the more convenient arrangement of the business of such assizes" (*ante*, p. 62), causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster at Preston, as follows, viz.: causes for trial at Manchester, on Saturday, the 24th of July, and daily thereafter until Wednesday, the 28th of July, inclusive, between the hours of 10 o'clock in the forenoon and 1 o'clock in the afternoon; and causes for trial at Liverpool, on Friday, the 6th of August, and daily thereafter until Tuesday, the 10th of August inclusive, between the above mentioned hours.

The entry of causes at Manchester and Liverpool respectively will commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the Commissions, and will close at nine o'clock in the evening on the Commission day.

The Court will sit at eleven o'clock in the forenoon, at Manchester and Liverpool respectively, on the day next following the commission day.

The trial of special jury causes will commence at Manchester, at ten o'clock a.m., on Wednesday, the 4th of August, and at Liverpool at ten o'clock a.m., on Tuesday, the 17th of August, and not earlier, unless the Court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and in the library.

By order of the judges,

EDMUND R. HARRIS,
Acting Prothonotary and Associate.

PUBLIC COMPANIES.

LAST QUOTATION, June 18, 1869.
[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½ xd
Ditto for Account, July 7, 92⅝ xd
3 per Cent. Reduced 92⅝
New 3 per Cent., 92⅝
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 76
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85, 11 15-16
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. par
Ditto, £500, Do — par
Ditto, £100 & £200, — par
Bank of England Stock, 4½ per Ct. (last half-year) 244
Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212
Ditto for Account
Ditto 5 per Cent., July, '80 111½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 100¾
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent.
Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto, 5½ per Cent., May, '79 110⅝
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 103½
Do. Bonds, 4 per Ct., £1000 4 p m
Ditto, ditto, under £1000, p 4 m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	108½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	50½
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	126
Stock	London, Brighton, and South Coast	100	44
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	119
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	55½
Stock	Metropolitan	100	98
Stock	Midland	100	118
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	34
Stock	North London	100	118
Stock	North Staffordshire	100	56
Stock	South Devon	100	41
Stock	South-Eastern	100	78
Stock	Taff Vale	100	150

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have on the whole been rather dull this week, the discount demand being extremely light. Railway investments have experienced great fluctuation, especially South-Eastern and Metropolitan Stocks: they close with some firmness, while foreign securities are rather heavy. The disturbances in France have exercised less influence upon the markets than might have been expected, there being a strong belief that the movement has not found much favour with the French population.

CALL TO THE BAR.—Henry William Dent, Esq., was, on June 11, called to the Bar by the honourable Society of the Inner Temple.

SOLICITORS' BENEVOLENT ASSOCIATION.—The late Mrs. Martha Elizabeth Clark, of Addison-road, Kensington, has by her will bequeathed a legacy of two hundred pounds (subject to legacy duty) to this institution.

COURTS OF JUSTICE SITE BILL.—At a meeting of the Board of Works (Strand district) held on Wednesday evening last at the Board-room in Tavistock-street, Covent Garden, it was moved by Mr. W. J. Fraser, seconded by Mr. J. Jones, and carried *nem. con.*, that a petition be presented to the House of Commons by the Board in favour of erecting the New Law Courts and offices of justice on the Carey-street Site.

On Wednesday Serjeant Wheeler, in the Liverpool County Court, tried, assisted by nautical assessors, the first Liverpool case under the County Courts Admiralty Jurisdiction Act.

The case was a collision case, between a brigantine, the *Cecil*, and the river steamer *Eastham Fairy*, the former of which was, at the time of the mishap, being towed across the river. The result was a judgment for the plaintiff, the owner of the *Eastham Fairy*, for £131 18s. and costs. Serjeant Wheeler observed that the case was, as far as he knew, without precedent, having reached its conclusion within four days of the day on which it was entered—viz., on Saturday last. A few weeks ago Mr. Commissioner Kerr sat in the City Court to hear his first Admiralty case, being assisted by Sir John Mantell, late Chief Justice of the Gambia, who had had considerable experience of Admiralty work.

In a recent number of the *Solicitors' Journal* (vol. 13, p. 294) are given the general orders under the County Courts Admiralty Jurisdiction Act, 1868. This Act, we believe, gives to certain county courts in England jurisdiction under some circumstances in Admiralty cases. When are we to have something of this kind in this country—either by means of a court with exclusive jurisdiction in such matters, or by giving the necessary powers in urgent cases to county judges in certain localities? All the arguments in favour of legislation on this subject *before* confederation are trebly strong now. We believe it was intended to introduce a measure at the present session at Ottawa, to afford partial relief in the premises, but we have seen nothing of it as yet.—*Canada Law Journal.*

In New Zealand Mr. Justice Ward has recently made absolute a rule suspending Mr. Henry Smythies, barrister and solicitor, from further practising. The facts were detailed in the judgment of the learned judge as follows:—"Upon the 13th January a rule was obtained by Mr. Macassey, a barrister and solicitor of this court calling on Mr. Henry Smythies, also a barrister and solicitor, to show cause why he should not be suspended from further practising in the above capacities, on the ground following to wit—That he had been convicted of forgery before the passing of the Law Practitioners Act Amendment Act, 1866, and had not at any time received a free pardon for the crime whereof he had been so convicted. In support of the application for this rule an affidavit was filed by Mr. Macassey, appended to which, as exhibits, were a certified copy of the record of proceedings and conviction of the said Henry Smythies, at the Central Criminal Court, London, and also his conviction before the resident magistrates' court at Dunedin, on the 1st December, 1868, for a breach of the 3rd section of the Law Practitioners Act Amendment Act, 1866. Mr. Macassey's affidavit also shows that on the hearing of the last mentioned case Mr. Smythies stated in court that he had petitioned her Majesty for a pardon, but that such petition had not been granted. Under these circumstances, forasmuch as in the affidavit filed by Mr. Smythies he does not plead a pardon in bar of this application, it will be assumed by the Court that he has not received one.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 7.—By Messrs. Henry Downs & Francis D. Awbery.

Copyhold estate, known as the Upper Swanthorpe, comprising residence, farm buildings, cottages, and land, containing about 204 acres—Sold £8,020.

By Mr. R. W. Fuller.

Freehold estate, known as Brigham Farm, Kurston, Surrey, comprising farmhouse, buildings, and 45a 1r 31p of land—Sold £1,760.

Freehold, 5a 0r 32p of arable land, situate at Nutfield, Surrey—Sold £200.

Freehold, Picks Farm, Horne, Surrey, consisting of about 3a 1r 15p of pasture, and 13a 1r 22p of woodland—Sold £650.

June 8.—By Messrs. J. J. Clemmans & Son.

Leasehold residence, No. 115, Southgate-road, Islington, annual value £60; term, 73 years from 1855, at £5 10s. per annum—Sold £660.

By Messrs. H. Brown & T. A. Roberts.

Freehold residence, with stabling and grounds of 7a 2r 7p, known as Cherry Orchard, Bromley-common, Kent—Sold £2,700.

June 9.—By Messrs. Newbon & Harding.

Leasehold residence, No. 25, Belitha-villas, Barnsbury; term, 61 years unexpired, at £4 per annum—Sold £285.

Leasehold residence, No. 15, Hargrave-park-road, Junction-road, Upper Holloway, annual value £45; term, 92 years unexpired, at £7 7s. per annum—Sold £400.

Leasehold residence, No. 37, Great Ormond-street, Bloomsbury; term, 13 years unexpired, at £65 per annum—Sold £350.

June 15.—By Messrs. Debenham, Tewson, & Farmer.

Copyhold residence, known as Hertford House, Highgate-hill, with stabling, outbuildings, pleasure grounds, and gardens, comprising 4a 3r 14p—Sold £6,000.

Leasehold house, shop, and premises, No. 8, Northumberland place, Commercial-road East, let on lease at £55 per annum; held for a term expiring in 1892, at £2 6s. per annum—Sold £850.

By Messrs. Farebrother, Clark, & Co.

Freehold, 2 cottages, homestead, yard, &c., and plot of land in rear, known as Brook Field, Ashford, Middlesex, the whole comprising 16a 3r 34p—Sold £2,270.

Freehold plot of building land, fronting the high road from Bracknell to Bagshot, Herts—Sold £200.

By Messrs. Driver.

Freehold residence, known as Ockford-house, Godalming, Surrey, with pleasure grounds and land, containing 49a 2r 6p—Sold £8,200.

Freehold estate, known as Ockford Cottage, with tan-yard, premises, cottages, &c., the whole comprising 3r 30p—Sold £1,900.

Freehold, 2a 1r 30p of meadow land, situate as above—Sold £475.

Freehold, 41a 3r 5p of land, with two cottages, situate as above—Sold £4,050.

Freehold residence, known as Losterford House, Wonersh, Surrey, with stabling, buildings, and land, containing 10a 2r 26p—Sold £1,800.

Freehold, 4a 1r 27p of garden and grass land, situate near Bromley, Surrey—Sold £400.

Freehold, 5a 0r 39p of land, situate as above—Sold £400.

June 16.—By Messrs. Farebrother, Clark, & Co.

Freehold plot of building land, containing one acre, situate at Lower Pembury, Kent—Sold £95.

Freehold, 1a 1r 3p of building land, situate as above—Sold £110.

Freehold, 0a 1r 39p of building land, situate as above—Sold £50.

Freehold, 0a 2r 30p of building land, situate as above—Sold £73.

By Messrs. Chinnock, Galsworthy, & Chinnock.

Freehold estate, known as Wakehurst-place, Ardingley, Sussex, comprising mansion, farms, cottages, buildings, manors, and land, containing 573a 2r 26p—Sold £32,230.

Freehold and copyhold estate, comprising Knowles Farm, Old Knowles Farm, and Upper Lodge Farm, with cottages, buildings, and 363a 0r 16p of land—Sold £13,000.

June 17.—By Mr. Alfred Smith.

Leasehold residence, No. 11, De Beauvoir-square, De Beauvoir Town, let at £55 per annum; term, 44 years from 1868, at £7 10s. per annum—Sold £500.

AT THE GUILDHALL COFFEE HOUSE.

June 16.—By Messrs. E. & H. Lumley.

Beneficial lease of No. 9, Southampton-street, Strand; term, 21 years from 1869, at £82 per annum—Sold £620.

June 17.—By Mr. Marsh.

Freehold plot of land, fronting Cambridge-road, Walthamstow—Sold £130.

Freehold business premises, No. 107, Southwark-bridge-road, and two houses in the rear, 28 and 29, Little Guildford-street—Sold £7,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARE—On June 12, at 2, St. Leonard's, East Sheen, Surrey, the wife of Octavius Leigh Clare, Esq., Barrister-at-Law, of a daughter.

CRIPPS—On June 10, at Mount Calverley Lodge, Tunbridge Wells, the wife of W. C. Cripps, Esq., Solicitor, of a son.

KEKEWICH—On June 12, at 22, Park-square, Regent's-park, the wife of Arthur Kekewich, Esq., Barrister-at-Law, of a daughter.

STEPHENSON—On June 11, at Carr House, Holmfirth, the wife of Cookson Stephenson, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

BLACKMAN—THOMSON—On June 15, at the Congregational Church Leominster, Samuel Haywood Blackman, Barrister-at-Law, of the Inner Temple, to Alice Gregson, daughter of the Rev. P. Thomson, M.A., of the Poplands, Leominster.

TEBBS—NELSON—On June 10, at the Church of All Saints, Upper Norwood, Henry Tebbs, Solicitor, of Cambridge, to Jane Ellen, daughter of Chas. C. Nelson, of South Norwood, Surrey.

DEATHS.

DENTON—On June 10, at his residence, Woking, James Denton, Esq., of the firm of Maynards, Markby, & Denton, Solicitors, Coleman-street, City.

ORR—On May 14, at Madras, Alexander Orr, Esq., Solicitor, late of Calcutta, aged 65.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, June 11, 1869.

Limited in Chancery.

General Company for the Promotion of Land Credit (Limited).—Petition for winding up, presented June 3, directed to be heard before Vice-Chancellor Malins on June 25. Baxter & Co, Victoria-st, Westminster, solicitors for the petitioners.

Tuesday, June 15, 1869.

Limited in Chancery.

Aberdare Merthyr Steam Coal Company (Limited).—Vice-Chancellor Malins has appointed Monday, July 12, at 12, at his chambers, to settle the list of contributories of the above company. Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Dyer, of 4, Lothbury. Saturday, July 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Aerated Bread Company (Limited and Reduced).—Petition for reducing the capital from £500,000 to £123,600. Any person who claims to be a creditor must, on or before June 28, send in his name and address and the particulars of his claim to Wilson & Co, 1, Copthall-buildings, solicitors for the company.

Clerks Supply Association (Limited).—Vice-Chancellor Malins has, by an order dated June 4, ordered that the voluntary winding up of the above company be continued. Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Forster Buffen, 15, Coleman-st. Ashurst & Co, Old Jewry, solicitors to the liquidator.

Lapilla Pyrites Company (Limited).—Petition for winding up, presented June 9, directed to be heard before Vice-Chancellor James on June 26. Lewis & Co, Old Jewry, solicitors for the petitioner.

Progress Assurance Company (Limited).—Petition for winding up, presented June 7, directed to be heard before Vice-Chancellor James on June 26. Thomas & Hollams, Mincing-lane, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Denbigh, Ruthin, and Corwen Railway Company.—Petition praying the confirmation of a scheme of arrangement between the above company and their creditors, presented June 10, directed to be heard before Vice-Chancellor Malins on the first day of petitions after July 3. Any person who may be desirous to oppose the making of an order should enter an appearance at the Office of the Clerks of Records and Writs at least two clear days before the day appointed for the hearing. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioners.

Friendly Societies Dissolved.

TUESDAY, June 15, 1869.

Steyning Independent Tradesmen's Friendly Society, Chequers Inn, Steyning, Sussex. June 9.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 11, 1869.

Gillman, John Davis, Deal, Kent, Pilot. June 30. Gillman *v* Gillman, V.C. James. Edwards, Delahay-st, Westminster.

Hoare, Chas Hugh, Eaton-pl, Esq. July 10. Hoare *v* Hoare, V.C. Stuart. Domville & Co, New-sq, Lincoln's-inn.

Heaword, Joseph, Reddish, Lancaster. July 5. Heaword *v* Heaword, V.C. Malins. Marsh, Stockport.

Kinnersly, Edwd, Binfield Manor, Berks, Esq. July 10. Kinnessly *v* Williamson, M. R. Bolton & Grylls-Hill, Elm-ct, Temple.

Lindley, Robt, Percy-st, Rathbone-pl, Gent. July 3. Wilday *v* Sandys, M. R. Sandys & Knott, Gray's-inn-sq.

TUESDAY, June 15, 1869.

Crowther, Abraham, Halifax, York, Gent. July 10. Bracken *v* Taylor, V.C. Stuart. Brierley, Halifax.

Muckalt, Mary. Priest Hutton, Lancaster, Widow. July 10. Muckalt *v* Muckalt, V.C. Stuart. Fearenside, Burton, in Kendal.

Roker, Geo, Shackleford, Surrey, Yeoman. July 8. Potter *v* Roker, V.C. James. Johnson & Weatheralls, King's Bench-walk, Inner Temple.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY June 11, 1869.

Bayley, Ralph, Manch, Innkeeper. July 12. Heath & Sons, Manch.

Collier, Geo Fredk, Chester, Share Broker. Aug 10. Weston & Grover, St. Ann's-st, Westminster.

Dyson, Hy Leah, Tyvie, Aberdeenshire, Contractor. July 8. Rawson & Co, Bradford.

Fennell, Wm, Perry, Huntingdon, Farmer. July 5. Hunnybun, Huntingdon.

Hughes, Thos, Eton, Buckingham, Gent. July 31. Darvill & Co, Windsor.

Knight, Hy, Eton, Buckingham, Beer Retailer. July 31. Darvill & Co, Windsor.

Knight, Ann, Eton, Buckingham, Widow. July 31. Darvill & Co, Windsor.

Mara, Thos, Caledonian-rd, Islington, Picture Cleaner. July 10. Bolton, Canonbury-sq.

Maynard, Hy, Portland-pl, Hammersmith-rd, Gent. July 28. Rhodes & Co, Chancery-lane.

Moss, Mary Ann, East Markham, Nottingham, Widow. July 10. Marshall & Son, East Retford.

Moss, Benj, East Markham, Nottingham, Yeoman. July 10. Marshall & Son, East Retford.

Moy, Hy, Carbrooke, Norfolk, Yeoman. July 1. Cates, Fakenham.

Palin, Helen, Barnes, Surrey, Widow. July 1. Cox & Sons, Cloak-lane.

Pirie, Dame Jean, Champion-pk, Champion-hill, Camberwell, Widow. July 1. McLeod & Watney, London-st, Fenchurch-st.

Stone, John, Sevenoaks, Commander, R.N. July 17. Stock, Gray's-inn-pl.

Timmerman, Lady Sarah Irvine, Holt, Denbigh. Aug 1. Bower & Cotton, Chancery-lane.

Wood, Rev Geo, Bradfield Combust, Suffolk, Clerk. Aug 1. Taylor, Gray's-inn-sq.

Wride, Geo, Cowley-rd, Brixton. July 7. Gardiner, Chancery-lane.

Wyndham, Urania Mary Ann Campbell, Corhampton, Southampton. June 30. Farrer & Co, Lincoln's-inn-fields.

TUESDAY, June 15, 1869.

Baker, Richd, Portway Hall, Rowley Regis, Stafford, Charter Master. July 22. Shakespeare, Birm.

Brown, Danl, Rumworth, Lancaster, Quilting Manufacturer. July 17. Edge & Dawson, Bolton.

Clarkson, Eliz, Pocklington, York, Widow. Aug 1. Seymours & Blyth, York.

Collier, Geo Fredk, Sale, Chester, Stock Broker. Aug 10. Weston & Grover, Manch.

Drury, John Cooper, Newcastle-upon-Tyne, Draper. Sept 1. Ingledew, & Daggett, Newcastle-upon-Tyne.

Foster, John, Southburn, York, Farmer. July 23. Jennings, Great Driffield.

Gilbert, Eliza, York, Widow. Sept 1. Seymours & Blyth, York.

Hinde, John Rigby, Southamgton-st, Strand, Gent. Sept 1. Fairfoot & Webb, Clement's-inn.

Hooper, Hy, Mount Radford, Devon, Esq. Sept 29. Hooper, Exeter.

Kendall, York, Widow. Aug 1. Seymours & Blyth, York.

Lake, Harriott, Chigwell, Essex, Spinster. Aug 1. Houghton & Wragg, St. Helen's-pl, Bishopsgate-st.

Lockwood, Mary Ware, York, Spinster. Aug 1. Seymours & Blyth, York.

Martin, John Claude, Exeter, Gent. Sept 29. Hooper, Exeter.

Mullins, Chas, Pilton, Somerset, Baker. Sept 1. Nalder, Shepton Mallett.

Nunn, Walter Wilkinson, Hadleigh, Suffolk, Solicitor. Sept 10. Hunt, Ipswich.

Osborne, Rev Edwd, Belsize-pk-gardens, Clerk. Aug 31. Whitakers & Woolbert, Lincoln's-inn-fields.

Pringle, Saml, Alnwick, Northumberland, Whitesmith. Sept 3. Dickson, Alnwick.

Resy, John, Mark-lane, Wine Merchant. Aug 1. Potter, King-st, Cheapside.

Swift, Jas, Wigan, Lancaster, Common Brewer. July 8. Ashton, Wigan.

Tindall, Wm Hy, Maldon, Essex, Barrister-at-law. July 15. Tindall & Varey, Manch.

Tindall, John, Manch, Attorney-at-Law. July 15. Tindall & Varey, Manch.

Usborne, Thos, Percy-ter, Hereford-sq, Esq. July 31. Cuncliffe & Beaumont, Chancery-lane.

Watson, Peter Miller, Weylea, Currey, Esq. Jan 15. Whitakers & Woolbert, Lincoln's-inn-fields.

Willats, Hy, Exminster, Devon, Retired Surgeon. Sept 29. Hooper, Exeter.

Wride, Geo, Cowley-rd, Brixton, M.R.C.S. July 7. Gardiner, Chancery-lane.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 11, 1869.

Adams, Thos, Longton, Stafford, Grocer. May 22. Comp. Reg June 10.

Appleby, Mary, York, Innkeeper. May 14. Asst. Reg June 8.

Bell, Josiah Geo, Sunderland, Durham, Grocer. May 13. Asst. Reg June 8.

Best, Joseph, Wavertree, nr Lpool, Grocer. May 20. Comp. Reg June 10.

Bindon, Geo Tovey, Abbott's Leigh, nr Bristol, Licensed Victualler, May 26. Comp. Reg June 10.

Blake, Robt, Burnham, Somerset, Draper. May 26. Comp. Reg June 8.

Blake, Jas, Plumstead, Kent, Builder. May 26. Asst. Reg June 10.

Bourne, Jas Hy, Dudley, Worcester, Grocer. May 17. Asst. Reg June 8.

Braun, Louis, Wood-st, Warehouseman. April 30. Comp. Reg June 10.

Brierley, Geo Hy, Chester, Chemist. May 22. Comp. Reg June 10.

Burnby, Joseph, jun, New-cross-rd, China Dealer. May 18. Comp. Reg June 9.

Byron, Wm, Sheffield, Builder. May 31. Comp. Reg June 11.

Candler, Jas Fredk, Church-st, Greenwich, Grocer. May 18. Comp. Reg June 10.

Corbishley, Alfred Hill, Stratford, Essex, Linen Draper. June 8. Comp. Reg June 9.

Coupe, Joseph, Rawtenstall, Lancaster, Sizer. May 14. Asst. Reg June 9.

Denison, Benj, & Wm Walker, Baildon, Leeds, Quarrymen. June 1. Comp. Reg June 9.

Haigh, Geo, Huddersfield, York, Yarn Spinner. May 14. Asst. Reg June 9.

Hall, Gibson, Sheffield, Grocer. June 8. Comp. Reg June 10

Harrison, Mary Ann, Walsall, Stafford, Widow. May 29. Comp. Reg June 9.

Hodge, Thos Sellick, Barnstaple, Devon, Draper. May 17. Asst. Reg June 11.

Hopkins, Wm, Bath, Somerset, Plumber. May 14. Comp. Reg June 9.

Jefferay, Hy, Orford-st, Marlborough-rd, Chelsea, Grocer. June 1. Comp. Reg June 10.

Jones, Moses, Everton, Lancaster, Builder. June 8. Comp. Reg June 10.

Jones, Saml, Narberth, Pembroke, Saddler. May 19. Comp. Reg June 8.

Lambert, Saml, Coldfield, Warwick, Licensed Victualler. May 20. Asst. Reg June 8.

Markwick, Josias, Goring, Sussex, Grocer. May 7. Comp. Reg June 8.

Morrall, Edwd, Tettenhall, Wolverhampton, Stafford, Brewer. March 30. Asst. Reg June 10.

Newbery, Fredk, Bishops Castle, Salop, Agricultural Comm Agent. May 21. Asst. Reg June 9.

Perry, Chas Hewes, Nottingham, Wine Merchant. May 14. Asst. Reg June 10.

Potter, Wm, Ipswich, Suffolk, Baker. May 17. Asst. Reg June 11.

Pughe, Evan Robt, Towyn, Merioneth, Ironmonger. May 7. Asst. Reg June 9.

Robinson, John, Burnley, Lancaster, Auctioneer. May 11. Asst. Reg June 8.

Schofield, Hugh, Colne, Lancaster, Weft Fork Manufacturer. May 18. Inspectorship. Reg June 11.

Scott, Robt Wm, North Audley-st, Shirt Maker. May 22. Comp. Reg June 8.

Smith, John, Spennymoor, Durham, Builder. May 10. Asst. Reg June 11.

Stacey, Richd, Sheffield, Oil Dealer. May 29. Comp. Reg June 8.

Starling, Josiah Pring, Bowater-pl, Blackheath, Photographer. June 3. Comp. Reg June 10.

Suffield, Susannah, Birm, Hatter. May 29. Asst. Reg June 9.

Summers, Danl, Billesden, Leicester, Farmer. May 29. Comp. Reg June 9.

Summers, Jonah, Bristol, Coal Merchant. May 11. Asst. Reg June 8.

Swan, Jas, Littlehampton, Sussex, Grocer. May 3. Asst. Reg June 9.
Thomas, Richd, Birm, Shoe Manufacturer. June 2. Comp. Reg June 11.
Tucker, Chas Edwin, Exeter, Baker. May 21. Comp. Reg June 8.
Vessey, Jas Lang, Bristol, Woollen Merchant. May 24. Asst. Reg June 9.
Walker, Josiah, & Josiah Walker, jun, Aldermanbury, Woollen Warehousemen. May 18. Comp. Reg June 9.
White, Wm, South Shields, Durham, Shipbroker. May 16. Comp. Reg June 8.

TUESDAY, June 15, 1869.

Adams, Edwin Good, Brixham, Devon, Fisherman. June 5. Comp. Reg June 12.
Ambler, Geo Fredk Pitt, Salford, Lancaster, Attorney's Clerk. June 9. Comp. Reg June 14.
Baker, Griffin Cant, Norfolk-ter, Westbourne-grove, Bayswater, Grocer. May 19. Comp. Reg June 14.
Bowman, Geo, Huddersfield, York, Shoemaker. Feb 15. Asst. Reg June 14.
Brown, Chas, Lyme Regis, Dorset, Ironfounder. May 11. Asst. Reg June 11.
Bryan, Wm, Stourbridge, Worcester, Grocer. May 21. Comp. Reg June 14.
Buckley, Jeremiah, Leeds, Currier. June 4. Comp. Reg June 14.
Christmas, John Wm, Hill-st, Peckham, Builder. June 1. Comp. Reg June 12.
Collins, Wm Giles, Frome Selwood, Somerset, Grocer. May 15. Asst. Reg June 12.
Coppard, Geo, Mitre-ct, Milk-st, Comm Agent. June 5. Comp. Reg June 11.
Cropper, Joseph, Attercliffe, Sheffield, York, Brick Maker. May 27. Comp. Reg June 14.
Dann, Wm, & Alfred Dann, Gt Grimsby, Lincoln, Common Brewers. May 17. Asst. Reg June 14.
Davies, Alonzo, Clevedon, Somerset, Coal Merchant. May 22. Comp. Reg June 12.
Davies, Stephen, Llanelly, Carmarthen, Cabinet Maker. May 18. Comp. Reg June 14.
Dickinson, Wm, & Jas Dickinson, Blackburn, Lancaster, Cotton Spinners. May 19. Comp. Reg June 14.
Dillon, Anthony, St George's-villas, Tuffnell-pk-rd, out of employment. May 22. Comp. Reg June 14.
Eastes, John, Fottis-green, Finchley, Plumber. June 1. Comp. Reg June 11.
Emme, John, New Compton-st, Soho, Gun Maker. May 21. Comp. Reg June 11.
Foale, Nathaniel Chas, Cornwall-rd, Bayswater, Builder. June 3. Comp. Reg June 14.
Green, Richd, Mile End-rd, Milliner. June 4. Comp. Reg June 14.
Haslam, Thos, Bolton-le-moors, Lancaster, Corn Merchant. May 28. Comp. Reg June 12.
Horsfall, Wm, & John Hamer, Manch, Manufacturers. May 14. Asst. Reg June 15.
Howe, Thos, & John Howe, David's-rd, Forest-hill, Builders. April 29. Asst. Reg June 11.
Ingram, Fredk John, Leeds, Oil Merchant. April 30. Comp. Reg June 12.
Jackson, John, Old-st-rd, Shoreditch, Dealer in Fancy Jewellery. June 9. Comp. Reg June 14.
Jarman, Wm, Romsey, Southampton, Grocer. May 14. Comp. Reg June 11.
Kirkpatrick, Allan, Princes-rd, Lambeth, Draper. May 31. Asst. Reg June 15.
Mare, Chas John, London-st, Fenchurch-st, Shipbuilder. May 26. Comp. Reg June 12.
Marshall, Bryan, Shipton-under-Wychwood, Oxford, out of business. May 29. Comp. Reg June 12.
Morgan, Ann, Ystrad Rhondda, Glamorgan, Widow. June 9. Comp. Reg June 11.
Oddy, Thos Joseph, Keymer, Sussex, Builder. May 17. Comp. Reg June 14.
Osterroth, Fredk, & Theodore Alex Hegewald, Upper Thames-st, Rag Merchants. April 16. Comp. Reg June 11.
Phillips, Jas, Northampton, Hatter. May 21. Assurance. Reg June 12.
Pike, Chas, Junction-pl, Paddington, out of business. June 2. Comp. Reg June 12.
Pollard, Maria, Nailsea, Somerset, Chemist. May 28. Inspectorship. Reg June 15.
Price, Wm, Stockport, Chester, Grocer. May 14. Comp. Reg June 10.
Preston, Chas Woodley, Wolverhampton, Stafford, Boot Dealer. May 24. Asst. Reg June 11.
Robinson, Hy Thos, & Hy Cristall, Swan-st, Bermondsey, Saw Mill Proprietors. May 14. Asst. Reg June 12.
Robinson, Jethro Thos, Caversham-rd, Kentish-town, Contractor. June 12. Comp. Reg June 14.
Saul, David Hy, Ironmonger-row, St Luke's, Gas Engineer. June 9. Comp. Reg June 14.
Smith, Thos Hy, King's Lynn, Norfolk, Shoemaker. May 6. Asst. Reg June 11.
Steele, John, Heywood, Lancaster, Publican. June 8. Comp. Reg June 12.
Strong, Wm, Merton-rd, Wandsworth, Builder. June 14. Comp. Reg June 15.
Swinney, Jas Forster, Berwick-upon-Tweed, Carver. May 22. Comp. Reg June 11.
Taylor, Wm, Rochdale, Lancaster, Draper. May 19. Asst. Reg June 14.
Vesty, Saml, Lpool, Provision Merchant. June 12. Asst. Reg June 15.
Wallace, Wm, Douglas-st, Deptford, Draper. May 26. Asst. Reg June 15.
Watt, Alex, Boston, Lincoln, Draper. May 26. Asst. Reg June 15.
Watson, Wm, North Shields, Northumberland, Baker. May 20. Asst. Reg June 14.
Williams, David, Birkenhead, Chester, Provision Dealer. May 25. Comp. Reg June 15.
Williams, Thos, Ystrad Rhondda, Glamorgan, Grocer. June 1. Comp. Reg June 11.
Wilson, Thos, Sunderland, Durham, Grocer. May 15. Asst. Reg June 14.
Wray, Joseph, Leeds, Grocer. May 18. Comp. Reg June 11.
Young, Matthew, Joiner, & Margaret Shaw, York, Widow. May 14. Asst. Reg June 15.

Bankrupts

To Surrender in London.

FRIDAY, June 11, 1869.

Alldridge, David Horace, Westmoreland-pl, Bayswater, Architect. Pet June 8. Roche. June 23 at 12. Webster, Basinghall-st.
Allen, John, Barking, Essex, Butcher. Pet May 31. June 30 at 1. Morriss & Co, Finsbury-sq.
Andrews, John, Nursery-rd, Brixton, Fishmonger. Pet June 7. June 23 at 11. Weatherhead, Coleman-st.
Ascough, John, Tonbridge Wells, Kent, Wheelwright. Pet June 7. June 23 at 2. Halse & Co, Cheapside.
Ballinghall, Jas, Diana-pl, Euston-rd, Pianoforte Manufacturer. Pet June 8. June 30 at 12. Willoughby & Cox, Clifford's inn.
Barlow, Wm John, Belvedere, Kent, Smith. Pet June 7. Roche. June 23 at 12. Godfrey, Hatton-garden.
Bennett, Elisha, Southampton, out of business. Pet June 8. Pepys. June 25 at 12. Jones, New-inn, Strand.
Bourne, Hy, Stratford, Essex, Fruiterer. Pet June 5. June 23 at 1. May, Princes-st, Spital-sq.
Bright, Jas Pratt, Stepney-green, Furniture Manufacturer. Pet June 7. Roche. June 23 at 12. Noon & Davies, New Broad-st.
Bryant, John, Prisoner for Debt, London. Pet June 8 (for pau). Roche. June 23 at 1. Biddles, South-sq, Gray's-inn.
Bull, Thos, Eden-villas, Lower Norwood, out of business. Pet June 8. June 23 at 2. Durant, Guildhall-chambers.
Carpenter, Chas, Prisoner for Debt, London. Pet June 5 (for pau). Pepys. June 24 at 2. Washington, Trinity-sq, Southwark.
Christenson, Christian, Ann's-pl, Whitmore-rd, Hoxton, Cheesemonger. Pet June 7. Pepys. June 24 at 2. Steadman, London-wall.
Conolly, John, Walworth-rd, Hat Manufacturer. Pet June 9. Pepys. June 24 at 1. Morriss, Grocers'-hall-ct, Poultry.
Crick, Mary Ann, Oxford-st, Fancy Goods Dealer. Pet June 3. June 23 at 2. Ashurst & Co, Old Jewry.
Doerr, Chas, Prisoner for Debt, London. Pet June 9 (for pau). Pepys. June 25 at 1. Biddles, South-sq, Gray's-inn.
Gray, David, Euston-rd, Upholsterer. Pet June 9. June 30 at 12. Lewis & Lewis, Ely-pl.
Hansford, Arthur, Prisoner for Debt, London. Pet June 7 (for pau). Pepys. June 25 at 11. Longley, Moorgate-st.
Harris, Amos, Thame, Oxford, Ironmonger. Pet June 10. Roche. June 23 at 1. Clarke, Aylesbury.
Holdsworth, Hy, Prisoner for Debt, London. Pet June 8 (for pau). Roche. June 23 at 1. Brown, Basinghall-st.
Hyams, Simeon (trading as Samuel Hyams), Sandy's-row, Spitalfields, Clothes Salesman. Pet June 1. Pepys. June 24 at 2. Hobbes, Bishopsgate-st, Without.
Levy, Benj, Middlesex-st, Aldgate, Butcher. Pet June 8. Pepys. June 25 at 11.
Manchester, Hy, Lonsdale-pl, Notting-hill, Shoemaker. Pet June 7. Roche. June 23 at 12. Ashurst & Co, Old Jewry.
Nurse, Geo, Sovereign-yard, Cambridge-st, Hyde-pk, Horse Dealer. Pet June 9. June 23 at 11. Haynes, Duke-st, Manchester-sq.
Rieman, Christian, Hoxton-st, Hoxton, Baker. Pet June 7. Roche. June 23 at 12. Godfrey, Hatton-garden.
Robinson, Edwin, Duncan-pl, Hackney, Foreman to a Butcher. Pet June 9. June 30 at 11. Hicklin & Co, Trinity-sq, Southwark.
Rymer, Hy, Cornhill, General Merchant. Pet June 3. Pepys. June 24 at 12. Lane, Crown-ct, Old Broad-st.
Sterling, Wm Wall, Gloucester-st, Clerkenwell, Manufacturing Jeweller. Pet June 9. Pepys. June 24 at 2. Medcalf, Gresham-bldgs, Basinghall-st.
Stewart, John, Prisoner for Debt, London. Pet June 7 (for pau), Pepys. June 25 at 11. Innes, jun, Leadenhall-st.
Swindley, John, Lower Philmore-pl, Kensington, House Agent. Pet June 5. June 24 at 1. Orchard, John-st, Bedford-row.
Taylor, Wm Ward, Marlborough-pl, Kennington-rd, Builder. Pet June 7. June 23 at 1. Nash, Arlington-st, New North-rd.
Thackrah, Joseph, Southwark-st, Clapham, Builder. Pet June 3. June 23 at 2. Hicklin & Co, Trinity-sq, Borough.
Thurgar, Walter Christopher, Plaistow, Essex, Surgeon. Pet May 31 (for pau). Brougham. June 30 at 1. Bell, Chelmsford.
Vanner, John, Merlin's-pl, Amwell-st, Clerkenwell, out of business. Pet June 7. June 30 at 11. Nash, Arlington-st, New North-rd.
Vollmar, Geo Adam, Wellington-rd, Holloway, Baker. Pet June 3. June 23 at 11. Taylor, Church-row, Upper-st, Islington.
Wood, Nathaniel, Vicarage-lane, Stratford, Essex, out of business Pet June 7. June 23 at 1. Butterfield, Carey-lane, General Post Office.

To Surrender in the Country.

Adcock, Eliz, Walsall, Stafford, Grocer. Pet June 7. Walsall, June 23 at 1. Duigan & Co, Walsall.
Appleby, Wm, Burton-on-Trent, Stafford, Beer Retailer. Pet June 9. Hubbersty. Burton-upon-Trent, June 28 at 10. Wilson, Burton-upon-Trent.
Baverstock, Atwell, Swansea, Glamorgan, Comm Agent. Pet May 29. Wilde. Bristol, June 21 at 11. Clifton, Bristol.
Bayliss, Wm, Birm, Journeyman Baker. Pet June 9. Guest. Birm, June 25 at 10. Brown, Birm.
Beake, Jas, Prisoner for Debt, Bristol. Pet June 7 (for pau). Harley. Bristol, June 25 at 12.
Beetham, John, Dewsbury, York, Gear Maker. Pet June 8. Leeds, June 28 at 11. Scholes & Breary, Dewsbury; Simpson, Leeds.
Bennett, Hy, Tredegar, Monmouth, Grocer. Pet June 7. Wilde. Bristol, June 21 at 11. Harriss, Merthyr: Press & Inksip, Bristol.
Brown, Geo, Stalbridge, Dorset, out of business. Pet June 5. Burridge. Shaftesbury, June 29 at 12. Swyer, Shaftesbury.

Brown, Wm, Leadgate, Durham, Innkeeper. Pet June 9. Booth. Shodley Bridge, June 30 at 10. Salkeld, Durham.

Buckley, Richd Jones, Manch, Cloth Agent. Pet June 9. Macrae. Manch, June 25 at 12. Jones, Manch.

Burke, Patrick, Sheffield, Shopkeeper. Pet June 5. Wake. Sheffield, June 23 at 1. Binney & Son, Sheffield.

Buss, Wm, Wissenden, Kent, Farm Bailiff. Pet June 8. Dangerfield. Ashford, June 25 at 11. Norwood, Ashwood.

Buttery, Elisha Geo, Wm Dyson, & John Bain, Hope, Flint, Mineral Oil Manufacturers. Pet June 8. Lpool, June 24 at 11. Dodge, Lpool, for Brown, Chester.

Clark, John, Bristol, Beer Retailer. Pet June 7. Harley. Bristol, June 25 at 12. Alman.

Cresswell, Wm, Prisoner for Debt, York. Adj June 2. Wake. Sheffield, June 23 at 1. Binney & Son, Sheffield.

Davies, David, Troedyrhiew, Glamorgan, Grocer. Pet June 8. Wilde. Bristol, June 24 at 11. Thomas, Pontypridd; Henderson & Salmon, Bristol.

Draycon, Alfred John, Prisoner for Debt, Maidstone. Adj May 19. Scudamore. Maidstone, June 22 at 11.

Faltin, Alfred, Manch, Merchant. Pet June 2. Fardell. Manch, June 23 at 12. Sale & Co, Manch.

Fenner, Joseph Hy, Kingston-upon-Hull, Currier. Pet June 3. Leeds, June 23 at 12 Bond & Barwick, Leeds.

Field, Geo Rudd, Lpool, Auctioneer. Pet June 7. Hime. Lpool, June 22 at 2. Price, Lpool.

Fox, Alice, Ysceifiog, Flint, Innkeeper. Pet June 7. Williamson. Holywell, June 22 at 11. Davies, Holywell.

Garner, Joseph, & Geo Palmer, Sheffield, York, Brickmakers. Pet June 2. Leeds, July 7 at 12. J. & G. E. Walker; Binney & Son, Sheffield.

Goss, Wm Hy, Stoke-upon-Trent, Stafford, Porcelain Manufacturer. Pet June 5. Tudor. Birm, June 25 at 12. Blackiston & Everett, Stoke-upon-Trent; Hodgson & Son, Birm.

Gregory, Alfred Countze, Hereford, Land Surveyor. Pet June 9. Tudor. Birm, June 25 at 12. Cheese, Hay; Hodgson & Son, Birm.

Harris, Hy, & Jas Coldwell Turner, Boston, Lincoln, Coal Factors. Pet June 8. Tudor. Birm, June 22 at 11. Bean, Boston; Maples, Nottingham.

Hartley, Thos, Prisoner for Debt, Lancaster. Adj May 13. Bolton. Blackburn, June 24 at 11.

Hatfield, John, Swadlincote, Derby, Tailor. Pet June 9. Hubbersty. Burton-on-Trent, June 28 at 10. Briggs, Derby.

Hill, Edwd Watt, Bristol, Carpenter. Pet June 7. Harley. Bristol, June 25 at 12. Hill.

Jordan, Joshua, Birm, Journeyman Tin Plate Worker. Pet June 7. Guest. Birm, June 25 at 10. East, Birm.

Kiddell, Christopher Geo, Dovercourt, Essex, Schoolmaster. Pet June 3. Chapman. Harwich, June 24 at 3. Jones, Colchester.

Martin, Julius, Preston, Kent, Engine Driver. Pet June 8. Hall. Sandwich, June 24 at 12. Hunter, Folkestone.

Mason, John, Hollingbourne, Kent, Gamekeeper. Pet June 5. Scudamore. Maidstone, June 22 at 11. Goodwin, Maidstone.

May, Jas, Prisoner for Debt, Lancaster. Adj May 13. Lpool, June 21 at 12.

Mott, Wm Ranson, Hadleigh, Suffolk, Butcher. Pet June 1. Newman. Hadleigh, June 21 at 3. Addous & Pearce, Ipswich.

Murdick, Caroline, Shopkeeper. Pet June 9. Wake. Sheffield, June 23 at 1. Binney & Son, sheffield.

Newport, Ezra, Fratton, Portsea, Hants, Journeyman Carpenter. Pet June 4. Howard. Portsmouth, June 23 at 12. Champ, Portsea.

Nock, Mary Ann, Bristol, out of business. Pet June 8. Harley. Bristol, June 25 at 12. Benson & Elletson.

Norman, Geo, Leeds, out of business. Pet June 2. Marshall. Leeds, July 6 at 12. Harle, Leeds.

Normington, Jas, Halifax, York, Watchmaker. Pet June 8. Rankin. Halifax, June 25 at 10. Jubb, Halifax.

Orme, Adam, Westbromwich, Stafford, Beerhouse Keeper. Pet June 8. Watson. Oldbury, June 24 at 11. Topham, Westbromwich.

Padley, Alfred, Lpool, out of business. Pet June 8. Lpool, June 22 at 11. Price, Lpool.

Price, John, Birm, Huckster. Pet June 7. Guest. Birm, June 25 at 10. Fitter, Birm.

Ramsden, Wm, Little Bolton, Lancaster, Machine Grinder. Pet June 7. Hoden. Bolton, June 25 at 11. Edge & Dawson, Bolton.

Roberts, Thos, Llanfwrog, Denbigh, Builder. Pet June 9. Edwards. Ruthin, June 23 at 11. Louis, Ruthin.

Russon, Joseph, Woodside, Worcester, Beerhouse Keeper. Pet June 7. Walker. Dudley, June 24 at 12. Stokes, Dudley.

Sargeant, Thos, Northampton, Journeyman Painter. Pet June 5. Dennis. Northampton, June 26 at 10. White, Northampton.

Smith, Thos, Wrexham, Denbigh, Grocer. Pet June 8. Lpool, June 22 at 12. Evans & Lockett, Lpool, for Buckton, Wrexham.

Smith, Jonathan, Leeds, Boot Dealer. Pet June 7. Marshall. Leeds, July 6 at 12. Harle, Leeds.

Smith, Davis, Westbromwich, Stafford, Batty Miner. Pet June 7. Watson. Oldbury, June 24 at 11. Shakespeare, Oldbury.

Sowerby, Wm, Jarrow, Durham, Grocer. Pet June 5. Gibson. Newcastle-upon-Tyne, June 28 at 12. Bousfield, Newcastle-upon-Tyne.

Sterry, Saml Drinkwater, Longhope, Gloucester, Painter. Pet June 8. Berrup. Newnham, June 28 at 10. Robinson, Mitcheldean.

Sutcliffe, Jas Lomax, Rochdale, Lancaster, Commercial Traveller. Pet June 8. Jackson. Rochdale, June 24 at 10. Standring, jun, Rochdale.

Sykes, Wm, & Thomas Sykes, Dewsbury, York, Rag Merchants. Pet June 2. Leeds, June 22 at 11. Simpson, Leeds.

Taylor, Geo, Castlecare, Norfolk, Grocer. Pet June 3. Palme. Swaffham, June 22 at 10. Sewell, Swaffham.

Thomber, Wm, Accrington, Lancaster, out of business. Pet June 3. Woodcock. Haslingden, July 2 at 9. Barlow, Accrington.

Upton, Wm, Burton upon-Trent, Stafford, Grocer. Pet June 9. Hubbersty. Burton-upon-Trent, June 28 at 10. Briggs, Derby.

Walker, John, Bristol, Dyer. Pet June 4. Wilde. Bristol, June 21 at 11. Benson & Elletson, Bristol.

Waters, Wm Ryalls, Sheffield, Carter. Pet June 8. Wake. Sheffield, June 24 at 1. Bagg, Sheffield.

Watson, Geo, Norton, Worcester, Innkeeper. Pet June 9. Hill. Birm, June 23 at 12. Meredith, Worcester; Allen, Birm.

Webb, Alfred, Winchester, Southampton, Grocer. Pet June 8. Godwin. Winchester, June 26 at 11. Mackey, Southampton.

Wheeler, Wm Hy, West End, Southampton, Grocer. Pet June 8. Thorndike. Southampton, June 19 at 12. Mackey, Southampton.

Wigglesworth, Wm, Bradford, York, Buyer. Pet June 4. Bradford, June 22 at 9.15. Richardson, Bradford.

Winn, Wm, Thornley Colliery, Durham, Miner. Pet June 5. Greenwell. Durham, June 23 at 11. Marshall, jun, Durham.

Witcombe, Geo Allen, Prisoner for Debt, Bristol. Pet June 7 (for pau). Harley. Bristol, June 25 at 12.

Worth, Geo, Lpool, Joiner. Pet June 8. Hime. Lpool, June 23 at 2. Daggers, Lpool.

Wright, Jas, Prisoner for Debt, Maidstone. Adj June 7 (for pau). Scudamore. Maidstone, June 22 at 11. Hope, Ely-pl, London.

TUESDAY, June 15, 1869.

To Surrender in London.

Allen, Saml, Richmond-rd, Paddington, Printer. Pet June 8. Pepys. June 25 at 11. Webb, Austin-friars.

Beckham, Alfred Wm, Ebury-st, Pimlico, Dyer's Assistant. Pet June 11. Murray. June 28 at 1. Peckham, Gt Knight Rider-st, Doctors'-commons.

Bennett, Alfred, Market-pl, Upper Holloway, Upholsterer. Pet June 11. Murray. June 28 at 1. Price, Serjeant's-inn, Fleet-st.

Bray, Wm John, East-st, Walworth, China Dealer. Pet June 10. Pepys. June 25 at 1. Hicks, Francis-ter, Hackney-ter, Hackney Wick.

Carter, Philip Allworth, Virginia-ter, Stockwell Private-rd, Clapham, Comm Agent Pet June 10. Murray. June 28 at 12. Drake, Basinghall-st.

Coffin, Fredk, Prisoner for Debt, London. Pet June 10 (for pau). Pepys. June 25 at 2. Hicks, Francis-st, Hackney Wick.

Coomber, Edwd Edmunds, West Barnet, out of business. Pet June 10. Pepys. June 25 at 1. Rigby, Basinghall-st.

Cooper, Saml, Gt Dover-st, Borough, House Agent. Pet June 12. Murray. June 28 at 1. Angell, Guildhall-yard.

Crammond, Edwd, Prisoner for Debt, London. Pet June 8 (for pau). Brougham. June 30 at 12. Brown, Basinghall-st.

Croker, Hy, High-st, Denmark-hill, Camberwell, Plumber. Pet June 12. July 5 at 11. Harrison, Basinghall-st.

Devenish, Geo, West Ham, Essex, Carpenter. Pet June 10. June 30 at 1. Daniel, Rolls-chambers, Chancery-lane.

Dolling, Jas, Prisoner for Debt, London. Pet June 11 (for pau). Pepys. June 25 at 1. Dobie, Gresham-st.

Duck, John, Francis-pl, Tothill-fields, Westminster, Messenger. Pet June 11. June 30 at 2. Lewis & Lewis, Ely-pl.

Ferguson, Jas Hy, Aldersgate-st, Refreshment House Keeper. Pet June 12. Murray. June 28 at 1. Cooke, Gresham-bldgs, Basinghall-st.

Gibson, Hy, Nelson-sq, Blackfriars, out of business. Pet June 10. June 30 at 1. Stacpoole, Pinners-hall, Old Broad-st.

Guy, Robt Hy Alfred, Wharf-rd, City-rd, Licensed Victualler. Pet June 12. Pepys. June 25 at 2. Orchard, John st, Bedford-row.

Lagneau, Alphonse, Prisoner for Debt, London, Pet June 10 (for pau). Broughom. July 5 at 11. Biddles, South-sq, Gray's-inn.

Lane, Geo, Acton, Middlesex, Carpenter. Pet June 8. Pepys. June 25 at 12. Drake, Basinghall-st.

Lloyd, Edwd, Harrow, Journeyman Tailor. Pet June 11. Murray. June 21 at 1. Godfrey, Hatton-garden.

Macnish, Neil, Savage-gardens, Merchant. Pet June 8. Pepys. June 25 at 12. Wood, Bucklersbury.

May, Hy Jas, Marsham-st, Westminster, out of business. Pet June 10. June 30 at 1. Jenkins, Tavistock-st, Covent-garden.

Nicholson, Richd, High-st, Battersea, Merchant. Pet June 10. Pepys. June 25 at 2. Laurence, Lincoln's inn-fields.

Palmer, Jas, Prisoner for Debt, London. Pet June 12 (for pau). Pepys. June 25 at 1. Dobie, Gresham-st.

Peperell, Geo, Ceatral-st, Old-st, St Luke's, Tailor. Pet June 10. June 30 at 2. Hicks, Frances-ter, Hackney wick.

Richards, Geo, Prisoner for Debt, London. Pet June 11 (for pau). Brougham. July 5 at 12. Hembery, Staples-inn.

Shaddick, Thos, Prisoner for Debt, London. Pet June 9. Murray. June 28 at 11. Biddles, South-sq, Gray's-inn.

Snelling, Robt, Prisoner for Debt, London. Pet June 10 (for pau). Murray. June 28 at 12. Cooke, Gresham-bldgs, Guildhall.

Taylor, Wm Hy, Little Moorfields, Tea Dealer. Pet June 7. June 30 at 11. Braithwaite, Guildford-st, Russell-sq.

Turner, Simeon, Aylesbury-st, Clerkenwell, Cheesemonger. Pet June 11. July 5 at 11. Smith & Son, Furnival's-inn.

West, Joseph Robt, Prisoner for Debt, London. Pet June 10 (for pau). Murray. June 28 at 12. Biddles, South-sq, Gray's inn.

Wheeler, Chas Hy, Grove-ter, Northend, Fulham, out of business. Pet June 10. Murray. June 28 at 12. Biddles, South-sq, Gray's-inn.

Woods, Jas, Bishopstoke, Southampton, Baker. Pet June 10. Murray. June 28 at 11. Paterson & Co, Bouverie-st, Fleet-st, for Mackey, Southampton.

To Surrender in the Country.

Allen, Hy Thos, South Shields, Durham, Clock Maker. Pet June 11. Wawn. South Shields, June 28 at 11. Mabane, South Shields.

Ashton, Wm, Wrexham, Denbigh, Provision Dealer's Assistant. Pet June 10. Reid. Wrexham, June 28 at 11. Sherratt, Wrexham.

Blackmore, Jas Price, Manch, Assistant to a Builder. Pet June 10. Kay. Manch, July 6 at 9.30 Milne, Manch.

Blakey, Walter, Bradford, York, Grocer. Pet June 10. Bradford, June 25 at 9.15. Rhodes, Bradford.

Broome, Geo, Hulme, Lancaster, Salesman. Pet June 10. Macrae. Manch, July 1 at 11. Farrington, Manch.

Bourne, Jas Wm, Cleobury Mortimer, Salop, Auctioneer. Pet June 10. Tudor. Birm, June 25 at 12. Heckford, Kidderminster; Reece & Harris, Birm.

Brown, Wm, Prisoner for Debt, Lancaster. Pet June 10. Lpool, June 28 at 11. Etty, Lpool.

Cole, Thos, Bishopsnympton, Devon, Innkeeper. Pet June 10. Crosse. South Molton, June 26 at 10. Shapland, South Molton.

Colqint, Hy, Earlstown, Lancaster, Butcher. Pet June 9. Nicholson. Warrington, June 24 at 11. Beasley, St Helen's.

Copeland, Hy, Carlton Scroope, Lincoln, Shoemaker. Pet June 5. Thompson. Grantham, June 22 at 11. Law, Stamford.
Cooke, John, Walkden, Lancaster, Schoolmaster. Pet June 12. Hulton. Salford, July 3 at 9.30. Farrington, Manch.
Coverdale, Wm, East Coatham, York, Slater. Pet June 12. Crosby. Stockton-on-Tees, June 29 at 11.30. Dobson, Middlesborough.
Crook, Thos, Witton, Lancaster, Labourer. Pet June 9. Bolton. Blackburn, June 28 at 1. Ainsworth & Son, Blackburn.
Dakes, Solomon, Tunstall, Stafford, out of business. Pet June 4. Challinor. Hanley, July 17 at 11. Tennant, Hanley.
Dance, Fredk Martin, Bottesford, Leicester, Station Master. Pet June 9. Thompson. Grantham, June 23 at 11. Belk, Nottingham.
Eveleigh, Jas Wm, Bristol, Comm Agent. Pet June 12. Harley. Bristol, June 25 at 12. Sherrard.
Fairclough, Jas, Tranmere, Chester, Builder. Pet June 8. Wason Birkenhead, June 23 at 10. Downham, Birkenhead.
Farley, Andrew Jas, West Derby, Lancaster, Retail Butcher. Pet June 10. Hime. Lpool, June 25 at 2. Blackhurst, Lpool.
Green, John, Kingston-upon-Hull, Surgeon. Adj May 12. Phillips. Kingston-upon-Hull, June 26 at 12.
Greener, Martin, Bishopwearmouth, Durham, Architect. Pet June 10. Gibson. Newcastle upon-Tyne, June 28 at 12. Oliver & Bottrell, Sunderland.
Harforth, Joseph, Whitby, York, Fruiterer. Pet June 12. Buchannan. Whitby, June 30 at 11. Hunter & Co, Whitby.
Harries, Thos, Kilgetty, Pembroke, Licensed Victualler. Pet June 8. Owen. Narberth, June 25 at 10. Lascelles, Narberth.
Harrison, Thos Marr, Thirsk, York, Veterinary Surgeon. Pet June 12. Leeds, June 28 at 11. Robinson, Darlington; Bond & Barwick. Leeds.
Hewson, Robt, York, Coal Dealer. Pet June 8. Perkins. York, July 14 at 11. Mann, York.
Holden, Thos, Hulme, Manch, Salesman. Pet June 10. Macrae. Manch, July 1 at 12. Storer, Manch.
Hollingworth, John Rushley, Gt Grimsby, Lincoln, Grocer. Pet June 9. Dautney. Grimsby. June 25 at 11. Wintringham.
Houghton, Uriah, Cow Plain, Hants, Timber Dealer. Pet June 9. Soames. Petersfield, June 29 at 11. Champ, Portsea.
Itzstein, Arthur, Prisoner for Debt, Lewes. Pet June 8 (for pau). Blaker. Lewes, June 25 at 12. Murray, Gt St Helen's.
Jackson, Edwin, Birm, Auctioneer. Pet June 12. Guest. Birm, June 25 at 10. Fallow, Birm.
Jennings, Richd, Cirencester, Gloucester, Crocer. Pet June 10. Anderson. Cirencester, June 28 at 11. Hampton, Cirencester.
Knight, John Harris, Whitstable, Kent. Pet June 9. Callaway. Canterbury, June 22 at 11. Willis, Sheerness.
Lisson, John Chas, Prisoner for Debt, Lewes. Pet June 8 (for pau). Blaker. Lewes, June 25 at 12. Murray, Gt St Helen's.
Lord, Jas, Newchurch, Lancaster, Cotton Spinner. Pet June 12, Fardell. Manch, June 29 at 12. Nuttall, Manch.
Molyneux, Wm Hy, Birm, Foreman to a Gas Fitting Manufacturer. Pet June 9. Guest. Birm, June 25 at 10. Parry, Birm.
Nelson, John, Carlisle, Grocer. Pet June 5. Halton. Carlisle, June 28 at 11. Wannop, Carlisle.
Oldham, Geo, Sheffield, Cabinet Case Maker. Pet June 9. Wake. Sheffield, June 30 at 1. Machen, Sheffield.
Peate, Andrew, Varchoel, Montgomery, Farm Bailiff. Pet June 10. Harrison. Welshpool, June 28 at 12. Hughes, Oswestry.
Pope, Hy, Wilmslow, Chester, Warehouseman. Pet June 11 Fardell. Manch, June 30 at 11. Leigh, Manch.
Rees, Matthew, Dinas, Glamorgan, Beer Retailer. Pet June 10. Spickett. Pontypridd, June 26 at 12. Thomas, Pontypridd.
Richardson, Chas Hunter, Middlesbrough, York, out of business. Pet June 10. Crosby. Middlesbrough, June 29 at 11. Bainbridge, Middlesbrough.
Roberts, Maurice, Abergele, Denbigh, Grocer. Pet June 12. Lpool, June 28 at 12. Evans & Lockett. Manch, for Jones, Conway.
Robertson, John, Kingston-upon-Hull, Beerhouse Keeper. Pet June 11. Phillips. Kingston-upon-Hull, June 26 at 11. Chatham, Hull.
Robinson, Wm, Scotter, Lincoln, Farmer. Pet June 9. Burton. Gainsborough, June 29 at 11. Bromley, Lincoln.
Rogers, Wm, Rochdale, Lancaster, Cabinet Maker. Pet June 11. Fardell. Manch, June 30 at 12. Cobbett & Co, Manch.
Rush, Wm Thos, Hunslet, nr Leeds, Bootmaker. Pet June 10. Marshall. Leeds, July 6 at 12. Rooke, Leeds.
Saunders, John, Combe Down, Somerset, Beer Retailer. Pet June 5. Bath, June 22 at 11. Bartrum, Bath.
Senior, Mark, Ossett, York, Rag Merchant. Pet June 5. Leeds, June 28 at 11. Bond & Barwick, Leeds.
Sharp, Joseph, Blacko, Lancaster, Joiner. Pet June 10. Carr. Colne, June 30 at 4. Robinson, Keighley.
Shaw, Wm Horton, Birm, Railway Plant Contractor. Pet June 12. Tudor. Birm, June 25 at 12. Rowlands, Birm.
Shipley, Hy, Newton-le-Willows, Lancaster, Baker. Pet June 9. Nicholson. Warrington, June 24 at 11. Bretherton, Warrington
Smedley, Hy, Cannock Chase, Burntwood, Stafford, Licensed Victualler. Pet June 9. Birch. Lichfield, June 25 at 12. Sheldon, Wednesbury.
Stephens, Andrew, Hooe, Devon, Licensed Victualler. Pet June 9. Pearce. East Stonehouse, June 30 at 11. Square, Plymouth.
Tapp, Wm, Cheltenham, Gloucester, Pastry Cook. Pet June 5. Gale. Cheltenham. June 26 at 11. Skipper, Cheltenham.
Towler, Fras, Ellesmere, Salop, Innkeeper. Pet June 10. Tudor. Birm, June 25 at 12. Salter, Ellesmere; James & Griffin, Birm.
Tucker, Wm, St Ann's, Lewes, Sussex, Journeyman Carpenter. Pet June 8. Blaker. Lewes, July 1 at 11.30. Lamb, Brighton.
Wake, Richd, Warkworth, Northumberland, Bootmaker. Pet June 12. Wilson. Alnwick, June 26 at 10. Smith, Alnwick.
Walker, Wm, East Ayton, York, Shoemaker. Pet June 3. Woodall, Scarborough, June 21 at 3. Richardson, Scarborough.
Ward, Thos, & Jas Tollitt Ward, Lpool, Wool Brokers. Pet June 10. Lpool, June 28 at 10. Lace & Co, Lpool.
Wilde, John, Bordesley-green, Birm, Retail Brewer. Pet June 8 (for pau). Guest. Birm, June 25 at 10. Maher, Birm.
Wilde, Hy Alfred, Newhaven, Sussex, out of business. Pet June 8, Blaker. Lewes, June 25 at 12. Barrow, St Swithin's-lane.
Williams, John Heaton, Meliden, Flint, Publican. Pet June 12. Sisson. Rhyl, June 28 at 10. Williams, Rhyl.
Wood, Thos Jennings, Salford, Lancaster, Builder. Pet June 4. Fardell. Manch, June 29 at 12. Needham, Manch.
Wynn, Watkin Wm, Treforest, Glamorgan, Builder. Pet June 11 Spickett. Pontypridd, June 26 at 12. Thomas, Pontypridd.
Yates, Hy, Rochdale, Lancaster, Barometer Manufacturer. Pet June 10. Jackson. Rochdale, June 30 at 10. Holland, Rochdale.

BANKRUPTCIES ANNULLED.

TUESDAY, June 15, 1869.

Burgess, Wm, Sussex-st, Pimlico, House Agent. June 9.
Burgess, Wm, Northumberland-st, Strand, General Agent. June 12.